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THIS DOCUMENT IS AVAILABLE ONLY TO INVESTORS WHO ARE EITHER (1) QIBS (AS DEFINED BELOW) OR (2) NON-U.S. PERSONS (AS DEFINED BELOW) LOCATED OUTSIDE OF THE UNITED STATES.

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Pursuant to the United Kingdom ("UK") Financial Conduct Authority Conduct of Business Sourcebook ("COBS"), the Additional Tier 1 Notes discussed in the attached Programme Document are not intended to be offered, sold, distributed or otherwise made available and should not be offered, sold, distributed or otherwise made available to retail clients (as defined in COBS 3.4) in the UK. Further restrictions also apply, and prospective investors are referred to pages (iii)–(v) of the attached Programme Document for further information.

Confirmation of your representation: In order to be eligible to view the attached Programme Document or make an investment decision with respect to the securities being offered, prospective investors must be either (1) qualified institutional buyers ("**QIBs**") (within the meaning of Rule 144A ("**Rule 144A**") under the Securities Act) or (2) non-U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")) located outside the United States. The attached Programme Document is being provided to you at your request, and by accessing the attached Programme Document you shall be deemed to have represented to the Issuer and the Dealers that (1) either (a) you and any customers you represent are QIBs or (b) you and any customers you represent are non-U.S. persons located outside of the United States and any electronic mail address that you have provided and to which the Programme Document may have been delivered is not located in the United States, its territories and possessions, any State of the United States or the District of Columbia and (2) you consent to delivery of such Programme Document by electronic transmission.

You are reminded that the attached Programme Document has been provided to you on the basis that you are a person into whose possession the attached Programme Document may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the attached Programme Document to any other person.

The materials relating to this offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licenced broker or dealer, and the Dealer(s) or any affiliate of the Dealer(s) is a licenced broker or dealer in the relevant jurisdiction, the offering shall be deemed to be made by the Dealer(s) or such affiliate on behalf of the Issuer in such jurisdiction.

The attached Programme Document may be distributed only to, and is directed at (1) persons who have professional experience in matters relating to investments falling within article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**") or (2) high net worth entities falling within article 49(2)(a) to (d) of the Order, and other persons to whom it may be lawfully communicated, falling within article 49(1) of the Order (all such persons together being referred to as "**relevant persons**"). Any person who is not a relevant person should not act or rely on the attached Programme Document or any of its contents.

The attached Programme Document has been provided to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and, consequently, none of the Issuer, the Dealers, any person who controls them or any director, officer, employee or agent of them or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Programme Document provided to you in electronic format and a hard copy version that may be available to you on request from the Dealers.

PROGRAMME DOCUMENT

Nordea Bank Abp

(a public limited liability company organised under the laws of Finland)

U.S.$25,000,000,000
Global Medium-Term Note Programme

Nordea Bank Abp ("**Nordea**" or the "**Issuer**") has established a U.S.$25,000,000,000 Global Medium-Term Note Programme (the "**Programme**"). Under the Programme described in this programme document (the "**Programme Document**"), the Issuer may, subject to compliance with all relevant laws, regulations and directives, from time to time issue debt instruments (the "**Notes**") denominated in any currency agreed by the Issuer and the relevant Dealer(s) (as defined herein). The aggregate principal amount of the Notes outstanding will not at any time exceed U.S.$25,000,000,000 (or its equivalent in other currencies calculated as described herein), subject to any duly authorised increase. Notice of the aggregate principal amount of the Notes, interest (if any) payable in respect of the Notes, the issue price of the Notes and any other terms and conditions not contained herein, which are applicable to each offering of the Notes, will be set out in the relevant Pricing Supplement (as defined herein).

The Notes and any Conversion Shares (as defined herein) to be delivered following the occurrence of a Trigger Event in respect of Additional Tier 1 Conversion Notes (each as defined herein) have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or any state securities laws. Subject to certain exceptions, the Notes may not be offered or sold directly or indirectly within the United States or to or for the account or benefit of U.S. persons, as defined in Regulation S under the Securities Act ("**Regulation S**"). The Notes may be offered for sale only (i) in the United States, to qualified institutional buyers ("**QIBs**") within the meaning of, and in reliance on, Rule 144A under the Securities Act ("**Rule 144A**") or another available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or (ii) outside the United States, to non-U.S. persons in reliance on, and in accordance with, Regulation S, in each case, in compliance with applicable laws, regulations and directives. Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. See "*Plan of Distribution—Selling Restrictions*" and "*Transfer Restrictions*".

The Notes may be issued on a continuing basis to one or more of the Dealers specified herein and any additional Dealer(s) appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis (each, a "**Dealer**" and, together, the "**Dealers**"). References in this Programme Document to the "relevant Dealer" shall, in relation to any issue of Notes, be to the Dealer agreeing to subscribe for such Notes or, in the case of each issue of Notes syndicated amongst a group of Dealers, the lead manager of such issue.

See "*Risk Factors*" beginning on page 10 of this Programme Document for a discussion of certain factors to be considered in connection with an investment in the Notes issued under the Programme.

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for the approval of this Programme Document as base listing particulars and for the Notes to be issued under this Programme during the period of 12 months from the date of this Programme Document to be admitted to the Official List (the "**Official List**") and trading on the Global Exchange Market (the "**Market**") which is the exchange-regulated market of Euronext Dublin. The Market is not a regulated market for the purposes of the Markets in Financial Instruments Directive (2014/65/EU) as amended or replaced from time to time ("**MiFID II**"). References in this Programme Document to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to trading on the Market and have been admitted to the Official List. However, the Notes may also be issued under the Programme on an unlisted basis or be admitted to listing, trading and/or quotation by other stock exchanges, listing authorities and/or quotation by other stock exchanges, listing authorities and/or quotation systems, and the Pricing Supplement applicable to a Series (as defined herein) will specify whether or not the Notes of such Series have been admitted to trading on the Market or are unlisted or are admitted to listing, trading and/or quotation by any other stock exchange, listing authority and/or quotation system.

EACH INITIAL AND SUBSEQUENT PURCHASER OF THE NOTES OFFERED HEREBY IN MAKING ITS PURCHASE WILL BE DEEMED TO HAVE MADE CERTAIN ACKNOWLEDGMENTS, REPRESENTATIONS AND AGREEMENTS INTENDED TO RESTRICT THE RESALE OR OTHER TRANSFER OF SUCH NOTES AND MAY IN CERTAIN CASES BE REQUIRED TO PROVIDE CONFIRMATION OF COMPLIANCE WITH SUCH RESALE OR OTHER TRANSFER RESTRICTIONS. SEE "*TRANSFER RESTRICTIONS*".

Pursuant to the United Kingdom ("UK") Financial Conduct Authority Conduct of Business Sourcebook ("COBS"), the Additional Tier 1 Notes (as defined herein) discussed in this Programme Document are not intended to be offered, sold, distributed or otherwise made available and should not be offered, sold, distributed or otherwise made available to retail clients (as defined in COBS 3.4) in the UK. Further restrictions also apply, and prospective investors are referred to pages (iii)–(v) of this Programme Document for further information.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated in this Programme Document, in which event a supplement to this Programme Document, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

Arranger

BofA Securities

Dealers

Barclays
BofA Securities
Deutsche Bank Securities
HSBC
Morgan Stanley
BNP PARIBAS
Citigroup
Goldman Sachs Bank Europe SE
J.P. Morgan
Nordea
UBS Investment Bank

The date of this Programme Document is 12 May 2026.

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IMPORTANT INFORMATION

This document constitutes base listing particulars for the purpose of the Listing and Admission to Trading Rules of the Global Exchange Market of Euronext Dublin. Nordea accepts responsibility for the information contained in this Programme Document and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Programme Document is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger or the Dealers as to the accuracy or completeness of the information contained or incorporated by reference into this Programme Document or any information provided by the Issuer in connection with the Programme. No Arranger or Dealer accepts any liability in relation to the information contained or incorporated by reference into this Programme Document or any other information provided by the Issuer in connection with the Programme.

The Issuer has not authorised any person to give any information or to make any representation not contained in or not consistent with this Programme Document or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Arranger or any of the Dealers.

Neither this Programme Document nor any other information supplied in connection with the Programme or the Notes should be considered as a recommendation by the Issuer or the Dealers that any recipient of this Programme Document or any other information supplied in connection with the Programme or any Notes should subscribe for or purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the Issuer's financial condition and affairs, and its own appraisal of the Issuer's creditworthiness. Investors should not construe the contents of this Programme Document as legal, business, financial or tax advice and should consult its own attorney, business advisor, financial advisor or tax advisor and make its own assessment of the risks involved. Neither this Programme Document nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on the Issuer's behalf or by or on behalf of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Programme Document nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the Issuer's financial condition or affairs during the life of the Programme or to advise any investor in the Notes of any information coming to their attention. Investors should review, among other things, the most recently published documents incorporated by reference into this Programme Document when deciding whether or not to purchase any Notes.

The Notes and any Conversion Shares to be delivered following the occurrence of a Trigger Event in respect of Additional Tier 1 Conversion Notes have not been, and will not be, registered under the Securities Act or any state securities laws. Unless otherwise specified in any supplement to this Programme Document, each Series of Notes is initially being privately placed exclusively to persons reasonably believed by the Dealers to be QIBs within the meaning of Rule 144A or in other transactions exempt from registration in accordance with Regulation S. Unless otherwise specified in the relevant Pricing Supplement, the Notes offered in the United States to QIBs in reliance on Rule 144A will be represented by one or more Rule 144A Global Registered Notes (as defined herein) and the Notes offered outside the United States in reliance on Regulation S will be represented by one or more global note either in bearer or registered form as specified in the relevant Pricing Supplement. After their initial private placement, the Notes represented by Rule 144A Global Registered Notes may be resold to QIBs in transactions satisfying the requirements of Rule 144A or in transactions exempt from registration in accordance with Regulation S. For a description of certain restrictions on resale or transfer of the Rule 144A Global Registered Notes, see "*Plan of Distribution—Selling Restrictions*" and "*Transfer Restrictions*".

Neither this Programme Document nor any Pricing Supplement constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Programme Document and the offer or sale of the Notes may be restricted by law in certain jurisdictions. The Issuer, the Arranger and the Dealers do not represent that this Programme Document may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Arranger or the Dealers which is intended to permit a public offering of any Notes or distribution of this Programme Document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Programme Document nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. This Programme Document may only be used for the purposes for which it has been published. Persons into whose possession this Programme Document or the Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Programme Document and the offering and sale of the Notes. In particular, there are restrictions on the

distribution of this Programme Document and the offer or sale of the Notes in the United States, see "*Plan of Distribution—Selling Restrictions*" and "*Transfer Restrictions*".

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

Tranches of Notes may be rated or unrated. Where a Tranche of Notes to be issued under the Programme is rated, the applicable rating(s) will be specified in the relevant Pricing Supplement. Whether or not each credit rating applied for in relation to a relevant Tranche of Notes will be issued by a credit rating agency established in the European Union ("**EU**") or the United Kingdom and registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**") will be disclosed in the Pricing Supplement.

Credit ratings included or referred to in this Programme Document have been or, as applicable, may be issued by Moody's Investors Service (Nordics) AB ("**Moody's**"), S&P Global Ratings Europe Limited ("**Standard & Poor's**") and Fitch Ratings Ireland Limited ("**Fitch**"), each of which is established in the EU and registered under the CRA Regulation. The Issuer cannot assure investors that any such ratings will not change in the future. A rating reflects only the views of the relevant rating agency and is not a recommendation to buy, sell or hold the Notes and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency at any time.

There can be no assurances that a rating assigned to a series of Notes will remain for any given period of time or that a rating will not be lowered or withdrawn by the relevant rating agency if, in its judgment, circumstances in the future so warrant. In the event that a rating assigned to the Notes is subsequently lowered for any reason, no person or entity is obliged to provide any additional support or credit enhancement with respect to the Notes, and the market value and liquidity of the Notes may be adversely affected. Notes that are subject to a ratings downgrade may also be more susceptible to price volatility than they were prior to the downgrade or compared to higher-rated securities. In addition, the Issuer's credit ratings do not always mirror the risk related to individual Notes issued under the Programme. Real or anticipated changes in the Issuer's credit ratings generally will also affect the market value of the Notes. See also "*Risk Factors—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—The Nordea Group's funding costs and its access to the debt capital markets depend significantly on its credit ratings*". Rating agencies also regularly reassess the methodologies they employ to measure the creditworthiness of companies and securities. Any updates to these methodologies could affect the credit ratings assigned by the agencies.

To the extent permitted by a rating agency hired by the Issuer, the Issuer may decline a rating (which may include a non-investment grade rating) assigned by the hired rating agency to a Series of Notes, which would typically delay the publication of that rating by such rating agency for a period of 12 months. In addition to ratings assigned by any hired rating agencies, rating agencies not hired by the Issuer to rate a Series of Notes may assign unsolicited ratings. If any non-hired rating agency assigns an unsolicited rating to any Notes, there can be no assurances that such rating will not differ from, or be lower than, the ratings provided by a hired rating agency. The decision to decline a rating assigned by a hired rating agency, the delayed publication of such rating or the assignment of a non-solicited rating by a rating agency not hired by the Issuer could adversely affect the market value and liquidity of the Notes.

RESTRICTIONS ON MARKETING AND SALES TO RETAIL INVESTORS

1. The Additional Tier 1 Write-Down Notes and the Additional Tier 1 Conversion Notes (each as defined herein) (together, the "**Additional Tier 1 Notes**") discussed in this Programme Document are complex financial instruments and are not a suitable or appropriate investment for all investors, especially retail investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Additional Tier 1 Notes.

   Potential investors in the Additional Tier 1 Notes should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Additional Tier 1 Notes (or any beneficial interests therein).

2. (a) In the UK, COBS requires, in summary, that the Additional Tier 1 Notes should not be offered or sold to retail clients (as defined in COBS 3.4 and each a "**retail client**") in the UK.

   (b) Certain of the Dealers are required to comply with COBS.

(c) By purchasing, or making or accepting an offer to purchase, any Additional Tier 1 Notes (or a beneficial interest in such Notes) from the Issuer and/or the Dealers, each prospective investor represents, warrants, agrees with and undertakes to the Issuer and each of the Dealers that:

(i) it is not a retail client in the UK; and

(ii) it will not sell, distribute or offer the Additional Tier 1 Notes (or any beneficial interest therein) to retail clients in the UK or communicate (including the distribution of this Programme Document) or approve an invitation or inducement to participate in, acquire or underwrite the Additional Tier 1 Notes (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the UK.

(d) In selling, distributing or offering the Additional Tier 1 Notes or making or approving communications relating to the Additional Tier 1 Notes you may not rely on the limited exemptions set out in COBS.

3. The obligations in paragraph 2 above are in addition to the need to comply at all times with all other applicable laws, regulations and regulatory guidance (whether inside or outside the European Economic Area ("**EEA**") or the UK) relating to the promotion, offering, distribution and/or sale of the Additional Tier 1 Notes (or any beneficial interests therein), whether or not specifically mentioned in this Programme Document, including (without limitation) any requirements under MiFID II or the United Kingdom Financial Conduct Authority (the "**FCA**") Handbook as to determining the appropriateness and/or suitability of an investment in the Additional Tier 1 Notes (or any beneficial interests therein) for investors in any relevant jurisdiction.

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Additional Tier 1 Notes (or any beneficial interests therein) from the Issuer and/or the Dealers, the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

MIFID II PRODUCT GOVERNANCE

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

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

PRODUCT GOVERNANCE UNDER UK MIFIR

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.

The Pricing Supplement in respect of any Notes may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the UK MiFIR Product Governance Rules is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**EU Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by

Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the relevant Notes or otherwise making them available to retail investors in the EEA would be prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS

The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling, distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

MIFID II DISCLOSURE

An investment in the Notes may give rise to higher yields than a bank deposit placed with Nordea or with any other investment firm in the Nordea Group (a "**Nordea Bank Deposit**"). However, an investment in the Notes carries risks which are very different from the risk profile of a Nordea Bank Deposit. The Notes are expected to have greater liquidity than a Nordea Bank Deposit since Nordea Bank Deposits are generally not transferable. However, the Notes may have no established trading market when issued, and one may never develop. See "*Risk Factors—Risks Relating to the Notes—Risks Relating to All Notes—The Notes may not be freely transferred*" and "*—There may be no active trading market for the Notes*". Payments on the Dated Subordinated Notes and the Additional Tier 1 Notes are subordinated obligations of the Issuer and investments in the Notes do not benefit from any protection provided pursuant to Directive 2014/49/EU of the European Parliament and of the Council on deposit guarantee schemes or any national measures implementing this Directive in any jurisdiction. Therefore, if the Issuer becomes insolvent or defaults on its obligations, investors investing in such Notes in a worst case scenario could lose their entire investment. Further, as a result of the implementation of BRRD (as defined herein), holders of the Notes may be subject to write-down or conversion into equity on any application of the general bail-in tool and non-viability loss absorption, which may result in such holders losing some or all of their investment. See "*Risk Factors—Risks Relating to the Notes—Risks Relating to All Notes—Regulatory action in the event of a failure of the Issuer could materially adversely affect the value of the Notes, including in a manner which may result in holders of the Notes losing all or a part of the value of their investment in the Notes or receiving a different security than the Notes*" as well as "*Risk Factors—Risks Relating to the Notes—Additional Risks Relating to the Additional Tier 1 Notes*".

Each potential investor of the Notes must determine the suitability of that investment in light of such investor's own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference into this Programme Document or any applicable supplement to this Programme Document;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the currency in which such potential investor's financial activities are principally denominated;

(iv) understand thoroughly the terms of the relevant Notes and the behaviour of any relevant indices and financial markets; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to the investor's overall portfolio. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the assistance of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

SINGAPORE RESTRICTIONS

Product Classification pursuant to Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore – The relevant Pricing Supplement in respect of any Notes may include a legend entitled "Singapore Securities and Futures Act Product Classification" which will state the product classification of the Notes pursuant to Section 309B(1) of the Securities and Futures Act 2001 of Singapore (the "**SFA**"). The Issuer will make a determination in relation to each issue about the classification of the Notes being offered for purposes of Section 309B(1)(a). Any such legend included on the relevant Pricing Supplement will constitute notice to "relevant persons" for purposes of Section 309B(1)(c) of the SFA.

NOTICE TO PROSPECTIVE INVESTORS IN THE UNITED STATES

The Notes and any Conversion Shares to be delivered following the occurrence of a Trigger Event in respect of Additional Tier 1 Conversion Notes have not been, and will not be, registered under the Securities Act, or any state securities laws. Subject to certain exceptions, the Notes may not be offered or sold directly or indirectly within the United States or to or for the account or benefit of U.S. persons, as defined in Regulation S. The Notes may be offered for sale only (i) in the United States, to QIBs within the meaning of, and in reliance on, Rule 144A or another available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act; or (ii) outside the United States to non-U.S. persons in reliance on, and in accordance with, Regulation S, in each case, in compliance with applicable laws, regulations and directives. Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. See "*Plan of Distribution—Selling Restrictions*" and "*Transfer Restrictions*".

In the United States, this Programme Document is being furnished on a confidential basis solely for the purpose of enabling a prospective investor to consider purchasing the Notes and it may not be forwarded or redistributed to any other person.

The Notes and any Conversion Shares to be delivered following the occurrence of a Trigger Event in respect of Additional Tier 1 Conversion Notes have not been recommended, approved or disapproved by any U.S. federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not passed upon the merits of the Programme or confirmed the accuracy or determined the adequacy of this Programme Document. Any representation to the contrary is a criminal offense in the United States.

UNITED KINGDOM RESTRICTIONS

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that: (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by the Issuer; (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

CERTAIN DEFINED TERMS

For the convenience of the reader, set forth below are definitions of certain terms as used in this Programme Document:

- "**Baltic countries**" refers to Estonia, Lithuania and Latvia.
- "**Condition**" refers to a Condition in the relevant Terms and Conditions of the Notes.
- "**DFSA**" refers to the Danish Financial Supervisory Authority.
- "**ECB**" refers to the European Central Bank.
- "**FFSA**" refers to the Finnish Financial Supervisory Authority.
- "**Fitch**" refers to Fitch Ratings Ireland Limited.
- "**Moody's**" refers to Moody's Investors Service (Nordics) AB.
- "**NFSA**" refers to the Norwegian Financial Supervisory Authority.

- "**Nordea**" and the "**Issuer**" refer to Nordea Bank Abp.
- "**Nordea Group**" and "**Group**" refer to the group of companies for which Nordea is the parent company, except where it is clear from the context that the term refers to any particular subsidiary or a group of subsidiaries.
- "**Nordic countries**" and "**Nordic market**" refer to the Kingdom of Denmark, the Republic of Finland, the Kingdom of Norway and the Kingdom of Sweden.
- "**Programme**" refers to the U.S.$25,000,000,000 Global Medium-Term Note Programme of the Issuer described in this Programme Document.
- "**SFSA**" refers to the Swedish Financial Supervisory Authority.
- "**Standard & Poor's**" refers to S&P Global Ratings Europe Limited.
- "**Terms and Conditions of the Notes**" refers to each of the (i) Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes and/or (ii) Terms and Conditions of the Additional Tier 1 Conversion Notes, as applicable.

Certain terms used in this Programme Document have been defined under "*Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes*" and "*Terms and Conditions of the Additional Tier 1 Conversion Notes*".

PRESENTATION OF FINANCIAL INFORMATION

Historical Financial Statements of the Nordea Group

The audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025, together with the unaudited comparative figures for the year ended and as of 31 December 2024, and for the year ended and as of 31 December 2024, together with the unaudited comparative figures for the year ended and as of 31 December 2023, have been prepared in accordance with International Financial Reporting Standards, as they have been endorsed by the European Commission ("**IFRS**"). In addition, certain complementary rules in the Finnish Accounting Act (Fi: *kirjanpitolaki* (1336/1997), as amended) (the "**Finnish Accounting Act**"), the Finnish Act on Credit Institutions (Fi: *laki luottolaitostoiminnasta* (610/2014), as amended) (the "**Finnish Act on Credit Institutions**"), the regulations and guidelines issued by the FFSA and the Decision of the Finnish Ministry of Finance on the financial statements and consolidated statements of credit institutions and investment firms have also been applied. The audited consolidated financial statements of the Nordea Group for the years ended and as of 31 December 2025 and 2024 have been audited by PricewaterhouseCoopers Oy.

The financial statements for Nordea Bank Abp as of and for the financial years ended 31 December 2025, 2024 and 2023 have been prepared in accordance with the Finnish Accounting Act, the Finnish Act on Credit Institutions, the regulations and guidelines issued by the FFSA and the Decision of the Finnish Ministry of Finance on the financial statements and consolidated financial statements of credit institutions and investment firms.

The Nordea Group's unaudited financial information for the three months ended and as of 31 March 2026, together with the unaudited comparative financial information for the three months ended and as of 31 March 2025, presented in this Programme Document have been derived from the Nordea Group's interim report for the three-month period ended 31 March 2026. The Nordea Group's consolidated interim financial statements are prepared in accordance with "*IAS 34 – Interim Financial Reporting*".

For a discussion of certain reclassifications, restatements and changes in presentation made by the Nordea Group in its unaudited consolidated and nonconsolidated financial information for the three months ended and as of 31 March 2026 and audited consolidated and nonconsolidated financial statements for the years ended and as of 31 December 2025 and 2024 and how these reclassifications, restatements and changes affect the comparability between selected figures, see "*Operating and Financial Review and Prospects—Results of Operations—Introduction*".

IFRS differs in certain significant respects from generally accepted accounting principles in the United States ("**U.S. GAAP**"). No financial statements or financial information included herein have been prepared or presented in accordance with U.S. GAAP or the accounting rules and regulations adopted by the U.S. Securities and Exchange Commission ("**SEC Rules and Regulations**"). As a result, the financial information included herein may differ substantially from financial information prepared in accordance with U.S. GAAP and those rules and regulations. It is not practicable for Nordea to prepare its financial statements in accordance with U.S. GAAP and the SEC Rules and Regulations or to prepare any reconciliation of its consolidated financial statements and related footnotes. In making an investment decision, investors must rely upon their own examination of the Nordea Group's financial position, operation and cash flows, the terms of the offering and the financial information presented herein. Potential investors are urged to

consult their own professional advisors for an understanding of the differences between IFRS and U.S. GAAP, and of how those differences might affect the financial information presented herein.

This Programme Document contains references to certain measures, including return on equity (per cent), return on total assets (per cent), equity to assets ratio (per cent), cost-to-income ratio excluding regulatory fees and cost-to-income ratio excluding items affecting comparability (per cent), which are not accounting measures defined or specified in IFRS. Nordea presents these non-IFRS financial measures as additional information to financial measures presented in the consolidated income statement, consolidated balance sheet, consolidated cash flow statement, consolidated statement of changes in equity and in the notes disclosures prepared in accordance with IFRS. In Nordea's view, these non-IFRS financial measures provide management, investors, securities analysts and other parties with relevant and useful additional information and tools to be able to establish a better view on the Nordea Group's performance. Non-IFRS financial measures should not be viewed in isolation or as a substitute to the IFRS financial measures. Not all companies calculate non-IFRS financial measures in a uniform way and, therefore, the non-IFRS financial measures contained in this Programme Document may not be comparable with similarly named measures presented by other companies. See also "*Selected Consolidated Financial and Other Data—Definitions of Regulatory Ratios and Other Data*" and "*—Reconciliation of Certain Key Financial Figures*".

The Nordea Group's audited consolidated financial statements and consolidated interim financial information include Nordea and those entities in which it has more than 50 per cent of the voting rights or otherwise has the power to govern the financial and operating policies of the entity. For a description of certain accounting principles adopted by the Nordea Group, see "*Note G1*" in the notes to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

The financial information set forth in a number of tables in this Programme Document has been rounded to the nearest whole number or the nearest decimal. Accordingly, in certain instances, the sum of the numbers in a column may not conform exactly to the total figure given for that column.

SPECIAL NOTICE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this Programme Document, including certain statements set forth under the headings "*Overview*", "*Risk Factors*", "*Operating and Financial Review and Prospects*", "*Risk Management*", "*Description of the Nordea Group*" and "*Supervision and Regulation*" are based on the beliefs of the management of Nordea, as well as assumptions made by and information currently available to the management of Nordea, and such statements may constitute forward-looking statements. These forward-looking statements (other than statements of historical fact) regarding the Nordea Group's future results of operations, financial condition, cash flows, business strategy, plans and objectives of Nordea's management for future operations can generally be identified by terminology such as "targets", "believes", "estimates", "expects", "aims", "intends", "plans", "seeks", "will", "may", "anticipates", "would", "could", "continues" or similar expressions or the negatives thereof.

Such forward-looking statements involve known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of Nordea, or industry results, to differ materially from any future results, performance or achievements expressed or implied by such forward-looking statements. Such risks, uncertainties and other important factors include, among others:

- changes in the global general economic and political conditions and developments affecting the global financial markets (for example, due to changes in global trade policies);
- changes in the general economic, political or social conditions in the markets in which the Nordea Group operates;
- regulatory developments in the markets in which the Nordea Group operates;
- changes in interest rates, foreign exchange rates, equity and commodity prices;
- changes in the quality of the Nordea Group's loan portfolio and the Nordea Group's counterparty risk;
- changes in the Nordea Group's liquidity position or that of any of its counterparties;
- changes in the Nordea Group's credit ratings;
- changes in competition in the markets in which the Nordea Group operates; and
- increased longevity, medical developments and other parameters that impact the Nordea Group's life insurance business.

Should one or more of these risks or uncertainties materialise, or should any underlying assumptions prove to be incorrect, the Nordea Group's actual financial condition or results of operations could differ materially from that described herein as anticipated, believed, estimated or expected. The Issuer urges investors to read the sections of this Programme Document entitled "*Risk Factors*", "*Operating and Financial Review and Prospects*", "*Risk Management*", "*Description of the Nordea Group*" and "*Supervision and Regulation*" for a more complete discussion of the factors that could affect the Nordea Group's future performance and the industry in which the Nordea Group operates.

The Issuer does not intend, and does not assume any obligation, to update any forward-looking statements contained herein, except as may be required by law. All subsequent written and oral forward-looking statements attributable to the Issuer or to persons acting on its behalf are expressly qualified in their entirety by the cautionary statements referred to above and contained elsewhere in this Programme Document.

ENFORCEMENT OF JUDGMENTS

The Issuer is a public limited liability company organised under the laws of Finland with its registered office in Helsinki, Finland. All the officers and directors of the Issuer reside in jurisdictions outside the United States. Most of the Issuer's assets and substantially all of the assets of its executive officers and directors are located outside the United States. As a result, it may not be possible for investors to effect service of process in the United States upon the Issuer, or upon the Issuer's executive officers and directors, or to enforce against the Issuer, or them, judgments obtained in U.S. courts predicated upon civil liability provisions of the federal securities law or other laws of the United States.

Neither the Issuer, nor any of its respective directors or officers has consented to the jurisdiction of the courts of the United States or any state thereof in connection with any suit brought by an investor in the Notes or named an agent for service of process within the United States upon the Issuer or such persons or to enforce, in United States courts, judgments against the Issuer or such persons or judgments obtained in such courts predicated upon the civil liability provisions of the federal securities laws of the United States. In addition, under the Notes, the Issuer will consent to the jurisdiction of the courts of England and will appoint an agent for service of process in England. Further, holders of the Notes will not be prevented from taking Proceedings in (i) any court of a member state of the European Union under the Brussels Ia Regulation (in accordance with its Chapter II, Sections 1 and 2) with jurisdiction or (ii) any court of a State that is a party to the Lugano II Convention (in accordance with its Title II, Sections 1 and 2) with jurisdiction.

MARKET INFORMATION

This Programme Document contains information about the market position of the Nordea Group under the sections entitled "*Overview—General*", "*Operating and Financial Review and Prospects—Overview*" and "*Description of the Nordea Group—General*" and "*—Strengths*". The market information is based on data and statistical information prepared by Nordea based on Nordea's own information. Such data and statistical information are based on publicly available information and Nordea's own internal estimates. Although Nordea believes that its internal market observations are reliable, Nordea's own estimates are not reviewed or verified by any external sources.

ADDITIONAL INFORMATION AND REPORTING

As long as the securities are listed on the Official List and admitted to trading on the Market, physical copies of the documents listed under the section entitled "*Additional Information—Documents on Display*" are or, when published, will be available during usual business hours on any day (except on Saturdays, Sundays and public holidays) at the head office of the Issuer at Satamaradankatu (Sw: *Hamnbanegatan*) 5, FI-00020 Nordea, Helsinki, Finland and at the office of the Issuer's Swedish branch at Smålandsgatan 17, SE-105 71 Stockholm, Sweden.

If, at any time, Nordea is neither subject to Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, it will furnish, upon request, to any owner of the Notes, or any prospective purchaser designated by any such owner, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

INCORPORATION BY REFERENCE

The Issuer will be incorporating by reference into this Programme Document important information about the Issuer, which means that (i) the incorporated documents are considered part of this Programme Document, and (ii) the Issuer can disclose important information to prospective purchasers of Notes by referring prospective purchasers to those documents. The following information, which has previously been published or is published simultaneously with this Programme Document and has been submitted to and filed with Euronext Dublin, shall be deemed to be incorporated in, and to form part of this document:

- the audited consolidated financial statements and related notes of the Nordea Group for the year ended and as of 31 December 2025, together with the comparative figures for the year ended and as of 31 December 2025 (set out on pages 194 to 306 of the Issuer's 2025 annual report), the audited financial statements and related notes of the

Issuer for the year ended and as of 31 December 2024, together with the comparative figures for the year ended and as of 31 December 2024 (set out on pages 307 to 369 of the Issuer's 2025 annual report) and the auditor's report on the audited consolidated financial statements and related notes of the Nordea Group and on the audited financial statements and related notes of the Issuer (set out on pages 370 to 373 of the Issuer's 2025 annual report);

- the audited consolidated financial statements and related notes of the Nordea Group for the year ended and as of 31 December 2024, together with the comparative figures for the year ended and as of 31 December 2023 (set out on pages 197 to 310 of the Issuer's 2024 annual report), the audited financial statements and related notes of the Issuer for the year ended and as of 31 December 2024, together with the comparative figures for the year ended and as of 31 December 2023 (set out on pages 311 to 375 of the Issuer's 2024 annual report) and the auditor's report on the audited consolidated financial statements and related notes of the Nordea Group and on the audited financial statements and related notes of the Issuer (set out on pages 376 to 379 of the Issuer's 2024 annual report); and

- the unaudited consolidated income statement, statement of comprehensive income, balance sheet, statement of changes in equity and cash flow statement and related notes of the Nordea Group for the three months ended and as of 31 March 2026, together with the unaudited comparative financial information for the three months ended and as of 31 March 2025 (set out on pages 32 to 53 of the Nordea Group's interim report for the three-month period ended 31 March 2026), the unaudited income statement and balance sheet and related notes of the Issuer for the three months ended and as of 31 March 2026, together with the unaudited comparative financial information for the three months ended and as of 31 March 2025 (set out on pages 55 to 58 of the Nordea Group's interim report for the three-month period ended 31 March 2026) and the "Auditor's report on review of interim financial information of Nordea Bank Abp for the three-month period ended 31 March 2026" (set out on page 61 of the Nordea Group's interim report for the three-month period ended 31 March 2026).

Further, the "*Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes*" contained in the programme document dated 8 May 2025 (set out on pages 163 to 219 of that programme document) and the "*Terms and Conditions of the Additional Tier 1 Conversion Notes*" (set out on pages 220 to 278 of that programme document), the "*Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes*" contained in the programme document dated 30 August 2024 (set out on pages 168 to 224 of that programme document) and the "*Terms and Conditions of the Additional Tier 1 Conversion Notes*" (set out on pages 225 to 283 of that programme document), the "*Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes*" contained in the programme document dated 7 June 2023 (set out on pages 163 to 219 of that programme document) and the "*Terms and Conditions of the Additional Tier 1 Conversion Notes*" (set out on pages 220 to 277 of that programme document), the "*Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes*" contained in the programme document dated 13 May 2022 (set out on pages 164 to 220 of that programme document) and the "*Terms and Conditions of the Additional Tier 1 Conversion Notes*" (set out on pages 221 to 278 of that programme document), the "*Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes*" contained in the programme document dated 12 May 2021 (set out on pages 170 to 226 of that programme document) and the "*Terms and Conditions of the Additional Tier 1 Conversion Notes*" (set out on pages 227 to 285 of that programme document), the "*Terms and Conditions of the Unsubordinated Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes*" contained in the programme document dated 13 March 2020 (set out on pages 158 to 209 of that programme document) and the "*Terms and Conditions of the Additional Tier 1 Conversion Notes*" (set out on pages 210 to 263 of that programme document) and the "*Terms and Conditions of the Unsubordinated Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes*" contained in the programme document dated 27 November 2018 (set out on pages 169 to 216 of that programme document) and the "*Terms and Conditions of the Additional Tier 1 Conversion Notes*" (set out on pages 217 to 264 of that programme document) prepared by the Issuer in connection with the Programme, which have previously been published and which have been filed with the Irish Stock Exchange, shall be incorporated in, and form part of, this Programme Document. In addition, in relation to each issue of Notes, this Programme Document shall be deemed to be supplemented by the relevant Pricing Supplement. Should any of the documents incorporated by reference into this Programme Document themselves incorporate by reference further information, such information does not form a part of this Programme Document.

The audited consolidated financial statements and related notes of the Nordea Group, the audited financial statements and related notes of the Issuer and, in each case, the auditor's reports thereto incorporated by reference into the Programme Document contain certain references to information included in the Issuer's 2024 and 2023 annual reports that is not incorporated by reference into this Programme Document. For the avoidance of doubt, no information included in the Issuer's 2024 and 2023 annual reports that is not incorporated by reference into the Programme Document pursuant to the first paragraph of this section "*Incorporation by Reference*" forms a part of this Programme Document.

Any statement contained in this Programme Document, including any relevant Pricing Supplement, will be deemed to be modified or superseded for purpose of this Programme Document, including any relevant Pricing Supplement, to the extent

that a statement contained in any such subsequent document modifies or supersedes that statement. Any statement that is modified or superseded in this manner will no longer be a part of this Programme Document or any relevant Pricing Supplement, except as modified or superseded.

Any documents incorporated by reference into the Programme Document have been filed with Euronext Dublin and can be found on the Issuer's Global MTN Programme website at the following URL: *www.nordea.com/en/investors/debt-and-rating/prospectuses-and-documents*. This website is referred to as the "**Global MTN Programme website**".

Incorporated documents will not be distributed to holders of outstanding Notes, but will be available to such holders upon request. Requests for copies of any incorporated documents should be addressed to Nordea Bank Abp, Investor Relations, Smålandsgatan 17, S-105 71 Stockholm, Sweden. Copies of such incorporated documents may also be downloaded from the Global MTN Programme website. No information or documents included on the Issuer's websites shall form part of this Programme Document or shall be incorporated by reference into this Programme Document.

CURRENCY PRESENTATION

In this Programme Document, references to "**U.S.$**", "**U.S. dollars**", "**USD**" or "**$**" are references to the lawful currency of the United States, references to "**euro**", "**EUR**" or "**€**" are references to the lawful currency of the Economic and Monetary Union of the European Union, references to "**Swedish krona**" or "**SEK**" are references to the lawful currency of the Kingdom of Sweden, references to "**Danish krone**" or "**DKK**" are references to the lawful currency of the Kingdom of Denmark and references to "**Norwegian krone**" or "**NOK**" are references to the lawful currency of the Kingdom of Norway.

GREEN NOTES AND SLL NOTES

The Pricing Supplement relating to a specific Tranche of Notes may provide that it is the Issuer's intention to allocate an amount, which at the Issue Date of the relevant Notes is equal to the net proceeds of the issue of such Notes to, directly or indirectly: (i) finance or refinance projects that promote climate-friendly and other environmental purposes ("**Green Assets**" and any such Tranche of Notes being referred to as the "**Green Notes**") in accordance with the Issuer's Green Funding Framework (as amended from time to time, the "**Green Funding Framework**"), which is consistent with the Green Bond Principles administered by the International Capital Market Association ("**ICMA**"); or (ii) to finance or refinance sustainability-linked loans that Nordea offers its customers and that are intended to have a positive contribution to climate change mitigation ("**SLL Funding Assets**" and any such Tranche of Notes being referred to as the "**SLL Notes**") in accordance with the Issuer's Sustainability-Linked Loan Funding Framework (as amended from time to time, the "**SLL Funding Framework**"). A prospective investor should have regard to the information set out in the section entitled "*Use of Proceeds*" and the relevant Pricing Supplement, seek advice from its independent financial adviser or other professional adviser regarding its purchase of any Green Notes or SLL Notes before deciding to invest and must determine for itself the relevance of such information together with any other investigation it deems necessary for the purpose of assessing the suitability of an investment in such Notes in light of its investment criteria, guidelines, requirements or expectations.

For the avoidance of doubt, SLL Notes are not sustainability-linked bonds or green bonds within the scope of the Sustainability Linked Bond Principles or Green Bond Principles administered by ICMA. The SLL Funding Assets are existing general corporate purposes loans that are intended to satisfy the characteristics of sustainability linked loans (under the relevant versions of the Sustainability-Linked Loan Principles, as published by the Loan Market Association ("LMA"), Asia Pacific Loan Market Association ("APLMA") and the Loan Syndications and Trading Association ("LSTA"), that correspond to the year of signing of the relevant loan facility) but no assurance can be given that they will do so and the proceeds of such loans are not specifically allocated to "green", "sustainable" or "social" projects. The SLL Funding Framework is inspired by the ICMA Sustainability-Linked Loans Financing Bonds Guidelines (published in June 2024) but, for the avoidance of doubt, the external reviewer has not conducted a benchmarking of the SLL Funding Framework against these recently published Guidelines. The SLL Funding Framework, therefore, does not seek alignment with either the Sustainability Linked Bond Principles, the Green and Social Bond Principles or the Sustainability-Linked Loans Financing Bonds Guidelines administered by ICMA and should not be considered "green", "sustainable" or "social" or linked to "green", "sustainable" or "social" issuances, and SLL Notes are likewise not "green", "sustainable", "social" or "sustainability linked" or "sustainability-linked loans financing" instruments.

No assurance can be given by the Issuer, the Dealers or any other person that Green Assets or SLL Funding Assets will meet investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels (including but not limited to Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the "**EU Taxonomy Regulation**") and any related technical screening criteria, Regulation (EU) 2020/852 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 and any related technical screening criteria, the voluntary European green bond ("**EuGB**") label or the optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds under Regulation (EU) 2023/2631 (the "**EU Green Bond Regulation**") which has applied from 21 December 2024 (including the EuGB label), Regulation (EU) 2019/2088 on

sustainability-related disclosures in the financial services sector ("**SFDR**") and any implementing legislation and guidelines, or any similar legislation in the United Kingdom or any market standards or guidance, including green, sustainable or social bond principles or sustainability-linked loans financing bond guidelines or other similar principles or guidance published by ICMA (the "**ICMA Principles**") or any requirements of such labels or market standards as they may evolve from time to time), or that any adverse environmental and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Green Assets or SLL Funding Assets. Any Green Notes issued under this Programme will not be compliant with the EU Green Bond Regulation and are only intended to comply with the requirements and processes in the Issuer's Green Funding Framework.

Each prospective investor should have regard to the factors described in the Green Funding Framework or the SLL Funding Framework, as applicable, and the relevant information contained in this Programme Document and the relevant Pricing Supplement and seek advice from their independent financial adviser or other professional adviser regarding its purchase of the Notes before deciding to invest.

No assurance is given by the Issuer, the Dealers or any other person that such use of proceeds will satisfy, in whole or in part, any present or future investment expectations or requirements as regards any investment criteria or guidelines with which an investor is required, or intends, to comply, whether by any present or future applicable law or regulations or by its own bylaws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental or sustainability impact of any project or uses, the subject of or related to, the Green Funding Framework or the SLL Funding Framework (including but not limited to the EU Taxonomy Regulation and any related technical screening criteria, Regulation (EU) 2020/852 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 and any related technical screening criteria, the EU Green Bond Regulation, the SFDR and any implementing legislation and guidelines, or any similar legislation in the United Kingdom or any market standards or guidance, including the ICMA Principles). The Dealers have not undertaken, nor are they responsible for, any assessment of the Green Assets or the SLL Funding Assets or their application, impact or the monitoring of the use of the proceeds (or any amount equivalent thereto) of any Green Notes or SLL Notes, the alignment of any Green Notes or SLL Notes with the Issuer's Green Funding Framework or the Issuer's SLL Funding Framework or alignment of the Issuer's Green Funding Framework or the SLL Funding Framework with the applicable ICMA Principles.

ISS Corporate Solutions, Inc. ("**ISS-Corporate**") has issued an independent opinion on the Issuer's Green Funding Framework ("**Second Party Opinion**") and a review and assessment of the Issuer's SLL Funding Framework ("**External Review**"). The Second Party Opinion and the External Review include an opinion and assessment, respectively, on certain environmental and related considerations, and are each statements of opinion and not statements of fact. No representation or assurance is given by the Issuer, the Dealers or any other person as to the suitability or reliability of any opinion, assessment, review or certification of any third party (including any post-issuance reports prepared by an external reviewer) made available in connection with an issue of Notes issued as Green Notes or SLL Notes. The Second Party Opinion, External Review and any other such opinion, assessment, review, certification or post-issuance report is not intended to address any credit, market or other aspects of any investment in any Note, including without limitation market price, marketability, investor preference or suitability of any security or any other factors that may affect the value or marketability of the Notes. Any such opinion, assessment, review, certification or post-issuance report is not a recommendation by the Issuer, the Dealers or any other person to buy, sell or hold any such Notes and is current only as of the date it was issued. As of the date of this Programme Document, the providers of such opinions, assessments, reviews, certifications or post-issuance reports are not subject to any specific regulatory or other regime or oversight. The EU Green Bond Regulation will introduce a supervisory regime of external reviewers of European Green Bonds but this is not due to take full effect until 21 June 2026. Prospective investors must determine for themselves the relevance of any such opinion, assessment, review, certification, post-issuance report and/or the information contained therein. Neither the Second Party Opinion, External Review nor any other such opinion, assessment, review, certification or post-issuance report forms a part of, or is incorporated by reference in, this Programme Document.

In the event that any such Notes are listed or admitted to trading on a dedicated "green", "sustainable", "social" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Issuer, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investment criteria or guidelines with which such investor or its investments are required, or intend, to comply. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or that any such listing or admission to trading will be maintained during the life of the Notes.

While it is the intention of the Issuer to allocate an amount equal to the net proceeds of the issue of any Green Notes to Green Assets or the net proceeds of the issue of any SLL Notes to SLL Funding Assets, as applicable, and to report on the use of proceeds as described in the section entitled "*Use of Proceeds*" and/or in the applicable Pricing Supplement, there is no contractual obligation to do so. There can be no assurance that any such Green Assets or SLL Funding Assets, as applicable, will be available or capable of being implemented in, or substantially in, the manner anticipated and/or within any time frame and, accordingly, that the Issuer will be able to use an amount equal to the net proceeds of the issue of such

Green Notes or SLL Notes towards, directly or indirectly, the allocation of funding for such Green Assets or SLL Funding Assets, respectively, as intended. In addition, there can be no assurance that Green Assets will be completed as expected or that Green Assets or SLL Funding Assets will achieve the impacts or outcomes (environmental, social or otherwise) originally expected or anticipated.

Moreover, Green Notes and SLL Notes, as any other Notes, will be fully subject to the application of CRR (as defined below) eligibility criteria and BRRD (as defined below) requirements for own funds and eligible liabilities instruments (including, in respect of Additional Tier 1 Notes, any provisions of the Terms and Conditions of the Notes providing for the cancellation of coupons by the Issuer, whether on a mandatory or discretionary basis) and, as such, proceeds from the issuance of Green Notes or SLL Notes qualifying as own funds or eligible liabilities will be fully available to cover any and all losses arising on the balance sheet of the Issuer (in the same way as the Issuer's other instruments not classified as Green Notes or SLL Notes) regardless of their "green", "sustainability linked", "social" or other similar label, and their labelling as Green Notes and SLL Notes (a) will not affect the regulatory treatment of such Green Notes or SLL Notes as Additional Tier 1 Capital, Tier 2 Capital or eligible liabilities for the purposes of MREL (as defined below), as applicable, if such Green Notes or SLL Notes are also Additional Tier 1 Notes, Dated Subordinated Notes, Senior Non Preferred Notes or Restricted Senior Preferred Notes (as applicable); and (b) will not have any impact on their status as indicated in Condition 4 (Status) of the Terms and Conditions of the Notes.

The Issuer does not undertake to ensure that there are at any time sufficient Green Assets or SLL Funding Assets to allow for allocation of an amount equal to the net proceeds of the issue of such Green Notes or SLL Notes, respectively, in full.

A failure of any Green Notes or SLL Notes to meet investor expectations or requirements as to their "green", "sustainable", "social" or equivalent characteristics (including, without limitation, in relation to the EU Taxonomy Regulation and any related technical screening criteria, the EU Green Bond Regulation, SFDR, and any implementing legislation and guidelines, or any similar legislation in the United Kingdom or any market standards or guidance, including the ICMA Principles), any failure by the Issuer to allocate or reallocate an amount equal to the net proceeds of any particular issue of Green Notes to fund Green Assets at any time or SLL Notes to fund SLL Funding Assets at any time, the failure by the Issuer to report on any use of proceeds or any change in the performance of the Green Assets or the SLL Funding Assets (including the loss of any "green", "sustainable", "social" or equivalent characteristics), any failure by the Issuer to comply with its general environmental or similar targets (if any), the failure to provide, or the withdrawal of, a third-party opinion, assessment, review, certification or post-issuance report in connection with an issue of Green Notes or SLL Notes, and the Notes ceasing to be listed or admitted to trading on any dedicated stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and/or may have consequences for certain investors with portfolio mandates to invest in green assets or sustainability-linked assets (which consequences may include the need to sell the Notes as a result of the Notes not falling within the investor's investment criteria or mandate). However, none of these events specified above nor any mismatch between the duration of the relevant Green Assets and the term of the relevant Green Notes or the relevant SLL Funding Assets and the term of the relevant SLL Notes, as applicable, will (i) give rise to any claim by a holder of Notes against the Issuer or the Dealers; (ii) constitute an Enforcement Event or a breach or default under the terms of the relevant Green Notes or SLL Notes or a breach of contract with respect to any Green Notes or SLL Notes; (iii) give a right to a holder of Notes to request the early redemption or acceleration of the relevant Green Notes or SLL Notes; (iv) lead to an obligation of the Issuer to redeem the Green Notes or SLL Notes, as applicable, or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Green Notes or SLL Notes; or (v) affect the qualification of any Green Notes or SLL Notes as eligible liabilities (in the case of Restricted Senior Preferred Notes, Senior Non-Preferred Notes and Dated Subordinated Notes) or own funds instruments (in the case of Additional Tier 1 Notes and Dated Subordinated Notes), in each case for the purposes of, and in accordance with, Applicable Banking Regulations.

OVERVIEW

The following overview should be read as an introduction to, in conjunction with, and is qualified in its entirety by, the more detailed information that is presented elsewhere in, or that is incorporated by reference into, this Programme Document, including the Nordea Group's audited consolidated financial statements for the year ended and as of 31 December 2025, together with the unaudited comparative figures for the year ended and as of 31 December 2024, and for the year ended and as of 31 December 2024, together with the unaudited comparative figures for the year ended and as of 31 December 2023, as well as the Nordea Group's unaudited financial information for the three months ended and as of 31 March 2026, together with the unaudited comparative financial information for the three months ended and as of 31 March 2025, in each case incorporated by reference into this Programme Document.

See "Risk Factors" for a discussion of certain factors that should be considered in connection with an investment in the Notes. Any decision to invest in the Notes should be based on the consideration of this Programme Document as a whole together with the relevant Pricing Supplement. Certain terms used in this overview are defined elsewhere in this Programme Document, including in the Terms and Conditions of the Notes.

General

The Nordea Group is the leading bank in the Nordic markets (Denmark, Finland, Norway and Sweden) measured by total income. As of 31 December 2025, the Nordea Group had total assets of EUR 654.4 billion and tier 1 capital of EUR 29.4 billion, and was the largest Nordic-based asset manager with EUR 478.1 billion in assets under management. The Nordea Group's total operating income for the year ended 31 December 2025 was EUR 11,743 million.

The Nordea Group offers a comprehensive range of banking and financial products and services to household and corporate customers, including financial institutions. The Nordea Group's products and services comprise a broad range of household banking services, including mortgages and consumer loans, credit and debit cards, and a wide selection of savings, life insurance and pension products. In addition, the Nordea Group offers a wide range of corporate banking services, including business loans, cash management, payment and account services, risk management products and advisory services, debt and equity-related products for liquidity and capital raising purposes, as well as corporate finance, institutional asset management services and corporate life and pension products. The Nordea Group also distributes general insurance products. With approximately 300 branch office locations, call centres in each of the Nordic markets, and a highly competitive net bank, the Nordea Group also has the largest distribution network for customers in the Nordic markets.

Nordea Bank Abp, the parent company of the Nordea Group, is organised under the laws of Finland and is headquartered in Helsinki. Its ordinary shares are listed on Nasdaq Nordic, the stock exchanges in Helsinki (in euro), Stockholm (in Swedish krona) and Copenhagen (in Danish krone).

Strengths

Management believes that the Nordea Group has a number of key strengths upon which it continues to build its strategy, including the following:

- large, diversified customer base and strong distribution network;
- clear strategic direction with a scalable business;
- strong balance sheet and capital position; and
- prudent risk management, solid funding position and strong credit rating.

Strategy

The Nordea Group's priorities for its 2026 to 2030 strategy period are to grow faster than the market while sustaining high profitability, to lead with a compelling customer offering and the best digital experience, and to deliver Nordic scale benefits for superior competitiveness and efficiency. Technology, data and artificial intelligence will be at the core of the Nordea Group's strategic plan and will be critical in delivering scale benefits. Nordea believes that these drivers will, in turn, lead to better customer experiences, growth and efficiency.

The Nordea Group will target profitable growth in each of its businesses. In support of this, special focus will be applied to six areas with particularly high potential for the Nordea Group: Norway and Sweden, as geographic markets where Nordea sees ample room to grow, building on strong business momentum; cross-sales, to deepen relationships and engagement with the Nordea Group's broad base of existing customers; and life and pensions, private banking and small businesses, segments that have a strong growth outlook.

Risk Factors

An investment in the Notes involves a degree of risk. Prospective investors should carefully consider the risks set forth under "*Risk Factors*" and the other information contained in this Programme Document prior to making any investment decision with respect to the Notes. The risks described under "*Risk Factors*" could have a material adverse effect on the Nordea Group's business, results of operations, financial condition or future prospects or the value of the Notes. Additional risks and uncertainties, including those of which Nordea's management is currently unaware or deems immaterial, may also potentially have a material adverse effect on the business, results of operations, financial condition or future prospects of the Nordea Group or may result in other events that could cause investors to lose all or part of their investment.

Risks relating to the banking industry, the operations of the Nordea Group and the legal and regulatory environment in which the Nordea Group operates include:

- Negative economic developments and conditions in the markets in which the Nordea Group operates can adversely affect the Nordea Group's business and results of operations.
- Disruptions and volatility in the global financial markets and economies may adversely impact the Nordea Group.
- Any future outbreak of a pandemic could adversely affect the Nordea Group's business and access to capital and liquidity.
- Deterioration in counterparties' credit quality may affect the Nordea Group's financial performance.
- The Nordea Group is exposed to counterparty credit risk.
- The Nordea Group is exposed to market price risk.
- The Nordea Group is exposed to structural market risk.
- The Nordea Group's business performance could be affected if its capital adequacy ratios are reduced or perceived to be inadequate.
- Liquidity risk is inherent in the Nordea Group's operations.
- The Nordea Group's funding costs and its access to the debt capital markets depend significantly on its credit ratings.
- The Nordea Group faces competition in all markets.
- Operational risks, including risks in connection with investment advice, may affect the Nordea Group's business.
- The Nordea Group's business is subject to the impact of environmental, social and governance and other sustainability risks that could adversely impact existing risks and result in new or additional costs.
- Profitability in the Nordea Group's life insurance and pension business depends on regulations and guidelines in the countries in which it operates.
- The operations of the Nordea Group outside the Nordic markets, in particular any business with connections to Russia or Ukraine, are subject to risks that do not apply, or apply to a lesser degree, to its businesses in the Nordic markets.
- The Nordea Group could fail to attract or retain senior management or other key employees.
- The Nordea Group may not be able to successfully implement its strategy.
- The Nordea Group is subject to extensive regulation that is subject to change.
- Regulatory actions may affect the Nordea Group's funding needs and capital position.
- The regulatory framework to which the Nordea Group is subject imposes restrictions on discretionary payments if certain capital requirements or loss absorbing capacity requirements are not met.
- The supervision of the Nordea Group was transferred to the ECB and the Nordea Group became subject to the European Single Supervisory Mechanism and the European Single Resolution Mechanism.
- Legal and regulatory claims arise in the conduct of the Nordea Group's business.

- The Nordea Group is exposed to risk of changes in tax legislation, including increases in tax rates.
- The United Kingdom's withdrawal from the EU may adversely affect the Nordea Group's operations.
- Changes in the Nordea Group's accounting policies or in accounting standards could materially affect how it reports its financial condition and results of operations.

Risks relating to the Notes include, among others:

- Risks relating to the structure or a particular issue of the Notes, including Additional Tier 1 Notes.

All of the above risks are described in more detail in "*Risk Factors*".

OVERVIEW OF THE PROGRAMME

The following description does not purport to be complete and is qualified in its entirety by the remainder of this Programme Document. Words and expressions defined in the Terms and Conditions of the Notes or elsewhere in this Programme Document have the same meanings in this overview.

Issuer	Nordea Bank Abp
Description	Global Medium-Term Note Programme
Arranger	BofA Securities, Inc.
Dealers	Barclays Capital Inc., BNP Paribas Securities Corp., BofA Securities, Inc., Citigroup Global Markets Inc., Citigroup Global Markets Limited, Deutsche Bank Securities Inc., Goldman Sachs Bank Europe SE, HSBC Securities (USA) Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. International plc, Morgan Stanley & Co. LLC, Nordea Bank Abp, UBS Europe SE and UBS Securities LLC and any other Dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Series of Notes.
Fiscal and Paying Agent	Citibank, N.A., London Branch or such other entity as may replace Citibank, N.A., London Branch as Fiscal Agent or Paying Agent
Registrar, Transfer Agent and Paying Agent and Conversion Agent	Citibank, N.A., London Branch or such other entity as may replace Citibank, N.A., London Branch as Registrar, Transfer Agent or Paying Agent and Conversion Agent
Irish Listing Agent	Arthur Cox Listing Services Limited
Amount	The aggregate principal amount of Notes outstanding at any time shall not exceed U.S.$25,000,000,000 (or its equivalent in another currency calculated as described herein). The Programme size may be increased from time to time without the consent of the holders of Notes.
Currencies	Any currency agreed between the Issuer and the relevant Dealer(s), subject to any applicable legal or regulatory restrictions.
Status	The Notes may be issued by the Issuer as Subordinated Notes, Senior Non-Preferred Notes or Senior Preferred Notes. A reference in this document to "**Subordinated Notes**" shall be a reference to Dated Subordinated Notes or Additional Tier 1 Notes (which include Additional Tier 1 Write-Down Notes and Additional Tier 1 Conversion Notes), as applicable, unless expressly stated otherwise or the context otherwise requires.
Maturities	Such maturities as may be agreed between the Issuer and the relevant Dealer(s), subject to such minimum or maximum maturity as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.
Issue Price	The Notes may be issued at par, at a discount to, or premium over, par or on a partly-paid basis as specified in the relevant Pricing Supplement. The price and amount of the Notes to be issued will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
Issuance in Series	The Notes are issued in separate series (each, a "**Series**") and the Notes of each Series will all be subject to identical terms whether as to currency, denomination, interest or maturity or otherwise. Further Notes may be issued as part of an existing Series (each, a "**Tranche**"), Notes in respect of which will be identical in all respects (except issue price, issue date and interest commencement date, which may or may not be identical).

Form of Notes.....	The Notes will be issued in bearer or registered form as specified in the relevant Pricing Supplement. Unless otherwise specified in the relevant Pricing Supplement, the Notes offered in the United States to QIBs in reliance on Rule 144A will be represented by one or more Rule 144A Global Registered Notes and Notes offered outside the United States in reliance on Regulation S will be represented, as specified in the relevant Pricing Supplement, by one or more global notes either in bearer or registered form, copies of each of which will be available for inspection at the corporate trust office of the Fiscal Agent. Global Registered Notes representing the Notes will either be held by or on behalf of The Depository Trust Company ("**DTC**") for the benefit of participants in DTC or be registered in the name of a nominee for, and deposited with, a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, SA ("**Clearstream, Luxembourg**").
Denomination of Notes	Notes will be issued in such denominations as may be specified in the relevant Pricing Supplement, subject to (i) a minimum denomination of U.S.$200,000 (or, in the case of Notes not denominated in U.S. dollars, the equivalent thereof in such foreign currency, rounded down to the nearest 100,000 units of such foreign currency, but so that in no event will the minimum denomination be lower than €100,000 or its equivalent at the date of issue of the relevant Notes) and integral multiples of U.S.$1,000 (or, in the case of Notes not denominated in U.S. dollars, 1,000 units of such foreign currency) in excess thereof; and (ii) compliance with all applicable legal and/or regulatory and/or central bank requirements and the regulations of the applicable securities system in which they are issued.
Interest.....	Notes may be interest-bearing or non-interest bearing. Interest in respect of Additional Tier 1 Notes may be deferred as provided in the terms and conditions applicable to such Notes and may not exceed the Maximum Distributable Amount (as defined in the Terms and Conditions of the Notes) then applicable to the Issuer and may be suspended as provided in the relevant Terms and Conditions of the Notes. See Condition 5 (*Interest*) of the Terms and Conditions of the Notes. Notes may be issued as fixed rate, floating rate, reset, dual currency, indexed, commodity-linked, zero coupon or partly paid, as provided in the relevant Pricing Supplement.
Interest Payments	Interest may be paid monthly, quarterly, semi-annually, annually or at such other intervals as are described in the relevant Pricing Supplement.
Redemption	The Notes may be redeemable at par or at such other redemption amount (linked to an index or otherwise) as may be specified in the relevant Pricing Supplement. Unless otherwise specified in the relevant Pricing Supplement, redemption is permitted at any time following the occurrence of a Tax Event, a Withholding Tax Event, an MREL Disqualification Event (in the case of Restricted Senior Preferred Notes and Senior Non-Preferred Notes or Dated Subordinated Notes (once the whole or any part of the outstanding principal amount of such Dated Subordinated Notes has ceased to qualify as Tier 2 Capital)), a Capital Event (in the case of Subordinated Notes), or at the option of the Issuer, in each case subject to the relevant Conditions to Redemption (to the extent applicable). Early redemption will otherwise be permitted only to the extent specified in the relevant Pricing Supplement. Notes denominated in Pounds Sterling may not be redeemed prior to one year and one day from the date of issue.

	Early redemption of the Notes may only take place in accordance with the Applicable Banking Regulations (including any applicable limits provided in Article 78(1) of CRR) and if the Issuer has been granted the prior permission of the Competent Authority (in the case of the Subordinated Notes) or the Resolution Authority (in the case of the Restricted Senior Preferred Notes or Senior Non-Preferred Notes) (as each such term is defined in the Terms and Conditions of the Notes) and, in each case, if such permission is then required under the Applicable Banking Regulations and subject to compliance with such further conditions to redemption (if any) as may be applicable in accordance with Condition 6(k) (Conditions to Redemption or Repurchase) in the Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes or the provisions of Condition 6(f) (Conditions to Redemption or Repurchase) in the Terms and Conditions of Additional Tier 1 Conversion Notes.
Taxation.....	All payments in respect of the Notes will be made without withholding or deduction for or on account of withholding taxes of the Taxing Jurisdiction (as defined in the Terms and Conditions of the Notes) unless required by law. If such withholdings are required by the Taxing Jurisdiction the Issuer will in certain circumstances pay certain additional amounts (in respect of interest only for Senior Non-Preferred Notes and Subordinated Notes) as described in, and subject to exceptions set out in, Condition 9 (*Taxation*) of the relevant Terms and Conditions of the Notes.
Substitution and Variation.....	The Issuer may substitute or vary the terms of the Notes as provided in Condition 18 (*Substitution and Variation*) of the relevant Terms and Conditions of the Notes.
Further Issues	The Issuer may from time to time, without the consent of the holders of Notes or any Series, create and issue further Notes and other debt securities having the same terms and conditions as any Series of Notes in all respects (or in all respects except for the amount of the first payment of interest, if any, on them), which may be consolidated and form a single Series with the outstanding Notes of such Series.
Cross Default.....	None.
Negative Pledge.....	None.
Listing and Admission to Trading.....	Application has been made to Euronext Dublin for the Notes to be issued under this Programme during the period of 12 months from the date of this Programme Document to be admitted to the Official List and trading on the Market. References in this Programme Document to Notes being "listed" in Ireland (and all related references) shall mean that such Notes have been listed on the Official List and admitted to trading on the Market. Notes may also be issued under the Programme on an unlisted basis or be admitted to listing, trading and/or quotation by other stock exchanges, listing authorities and/or quotation by other stock exchanges, listing authorities and/or quotation systems, and the Pricing Supplement applicable to a Series will specify whether or not the Notes of such Series have been admitted to trading on the Market or admitted to listing, trading and/or quotation by any other stock exchange, listing authority and/or quotation system.

Governing Law	The Notes, all related contractual documentation and all non-contractual obligations arising out of or in connection with them will be governed by English law, except (i) the provisions of Condition 4(2) (*Status – Senior Non-Preferred Notes*), 4(3) (*Status – Subordinated Notes*) or 4(4) (*Set-off*) in the Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes as they apply to Senior Non-Preferred Notes, Dated Subordinated Notes or Additional Tier 1 Write-Down Notes and (ii) the provisions of Condition 4 (*Status*) and Condition 7(m) (*Rights and Obligations of Noteholders in Certain Situations*) in the Terms and Conditions of Additional Tier 1 Conversion Notes, the conversion (if any) of the Additional Tier 1 Conversion Notes into Conversion Shares and any Compulsory Acquisition Proceedings (each as defined in the Terms and Conditions of the Additional Tier 1 Conversion Notes), and all non-contractual obligations arising out of or in connection with them, which will be governed by, and construed in accordance with, the laws of the Relevant Jurisdiction.
Selling Restrictions	The Notes and any Conversion Shares to be delivered following the occurrence of a Trigger Event in respect of Additional Tier 1 Conversion Notes have not been and will not be registered under the Securities Act or any state securities laws. The Notes may not be offered or sold directly or indirectly within the United States or to or for the benefit of U.S. persons, as defined in Regulation S, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. In addition, there are certain restrictions on the offer, sale and transfer of the Notes in the United Kingdom and Ireland and such other restrictions as may be required in connection with the offer and sale of a particular Series of Notes. See "*Plan of Distribution—Selling Restrictions*" and "*Transfer Restrictions*".
Ratings.....	Where a Tranche of Notes to be issued under the Programme is rated, the applicable rating(s) will be specified in the relevant Pricing Supplement. The Issuer cannot assure investors that any such ratings will not change in the future. A rating reflects only the views of the relevant rating agency and is not a recommendation to buy, sell or hold the Notes and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Terms and Conditions of the Notes.....	The terms and conditions applicable to each Series will be as agreed between the Issuer and the relevant Dealer(s) at or prior to the time of issuance of such Series, and will be specified in the relevant Pricing Supplement. The terms and conditions applicable to each Series will therefore be the relevant Terms and Conditions of the Notes set out in this Programme Document, as supplemented, modified or replaced by the relevant Pricing Supplement in relation to each Series.
Risk Factors.....	There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Notes. These are set out under the heading "*Risk Factors*". Investors should carefully consider these risk factors and all of the information in this Programme Document before deciding to buy Notes.

SUMMARY CONSOLIDATED FINANCIAL AND OTHER DATA

The summary consolidated income statement and balance sheet data presented below have been derived from the audited consolidated financial statements of the Nordea Group for the years ended and as of 31 December 2025, 2024 and 2023 incorporated by reference into this Programme Document. Those financial statements have been prepared in accordance with IFRS. See also "*Presentation of Financial Information—Historical Financial Statements of the Nordea Group*". As from the first quarter of 2026, a new subtotal, "total operating expenses, excluding regulatory fees", has been added in the income statement, see "*Operating and Financial Review and Prospects—Results of Operations—Introduction—Changed Accounting Policies and Presentation of the Financial Statements of the Nordea Group in 2026—Total Operating Expenses, Excluding Regulatory Fees*". The comparative information for the years ended 31 December 2025, 2024 and 2023 has been adjusted accordingly. The adjusted information is unaudited. For information on the Nordea Group's income statement and balance sheet data on a business area basis for the years ended and as of 31 December 2025, 2024 and 2023, see "*Operating and Financial Review and Prospects—Results of Operations—Results of Operations on a Business Area Basis for 2025, 2024 and 2023*", and for information on Nordea's nonconsolidated income statement and balance sheet data, see "*Presentation of Financial Information*", "*Operating and Financial Review and Prospects—Results of Operations—Results of Operations of Nordea on a Nonconsolidated Basis for the Years Ended 31 December 2025, 2024 and 2023*" and "*—Balance Sheet Information—Nordea*". The summary unaudited consolidated income statement and balance sheet data for the three months ended and as of 31 March 2026 and 2025 presented below are unaudited and have been derived from the Nordea Group's interim report for the three months ended 31 March 2026 and the comparative information for this subtotal for the three months ended 31 March 2025 has been adjusted to include the new subtotal "total operating expenses, excluding regulatory fees" described above. The data set forth below should be read in conjunction with "*Operating and Financial Review and Prospects*" and the consolidated financial statements and other financial information of the Nordea Group incorporated by reference into this Programme Document.

Summary Consolidated Income Statement Data

	For the three months ended 31 March		For the year ended 31 December		
	2025	2026	2023	2024	2025
			(EUR in millions)		
Operating income					
Net interest income	1,829	1,759	7,451	7,594	7,167
Net fee and commission income	793	842	3,021	3,157	3,249
Net insurance result	54	69	217	253	242
Net result from items at fair value	289	226	1,014	1,023	1,045
Profit from associated undertakings and joint ventures accounted for under the equity method	(3)	1	(3)	10	(2)
Other operating income	12	13	43	47	42
Total operating income	**2,974**	**2,910**	**11,743**	**12,084**	**11,743**
Operating expenses					
General administrative expenses:					
Staff costs	(792)	(979)	(2,908)	(3,106)	(3,234)
Other expenses	(359)	(376)	(1,206)	(1,530)	(1,441)
Depreciation, amortisation and impairment charges of tangible and intangible assets	(149)	(158)	(808)	(577)	(614)
Total operating expenses, excluding regulatory fees[(1)]	**(1,300)**	**(1,513)**	**(4,922)**	**(5,213)**	**(5,289)**
Regulatory fees	(54)	(52)	(316)	(117)	(116)
Total operating expenses	**(1,354)**	**(1,565)**	**(5,238)**	**(5,330)**	**(5,405)**
Profit before loan losses	**1,620**	**1,345**	**6,505**	**6,754**	**6,338**
Net result on loans in hold portfolios mandatorily held at fair value	7	13	20	(8)	(1)
Net loan losses	(20)	86	(187)	(198)	(21)
Operating profit	**1,607**	**1,444**	**6,338**	**6,548**	**6,316**
Income tax expense	(373)	(344)	(1,404)	(1,489)	(1,476)
Net profit for the period	**1,234**	**1,100**	**4,934**	**5,059**	**4,840**
Attributable to:					
Shareholders of Nordea Bank Abp	1,208	1,100	4,908	5,033	4,814
Additional tier 1 capital holders	26	–	26	26	26
Non-controlling interests	–	–	–	–	–
Total	**1,234**	**1,100**	**4,934**	**5,059**	**4,840**

(1) As from the first quarter of 2026, a new subtotal, "total operating expenses, excluding regulatory fees", has been added in the income statement, see "*Operating and Financial Review and Prospects—Results of Operations—Introduction—Changed Accounting Policies and Presentation of the Financial Statements of the Nordea Group in 2026—Total Operating Expenses, Excluding Regulatory Fees*". The comparative information for this line item for the three months ended 31 March 2025 and for the years ended 31 December 2025, 2024 and 2023 has been adjusted accordingly. The adjusted information is unaudited.

Summary Consolidated Balance Sheet Data

	As of 31 March 2026	As of 31 December		
		2023	2024	2025
		(EUR in millions)		
Assets				
Cash and balances with central banks	36,270	50,622	46,562	38,206
Loans to central banks	6,648	1,909	4,075	6,947
Loans to credit institutions	3,235	2,363	2,950	4,038
Loans to the public	390,229	344,828	357,588	381,871
Interest-bearing securities	88,663	68,000	73,464	79,872
Shares	39,757	22,158	35,388	39,587
Assets in pooled schemes and unit-linked investment contracts	70,822	50,531	60,879	70,677
Derivatives	20,450	26,525	25,211	17,633
Other[1]	22,933	17,660	17,143	15,519
Assets held for sale	–	106	95	–
Total assets	**679,007**	**584,702**	**623,355**	**654,350**
Liabilities				
Deposits by credit institutions	39,527	29,504	28,775	34,131
Deposits and borrowings from the public	241,181	210,062	232,435	242,874
Deposits in pooled schemes and unit-linked investment contracts	72,145	51,573	61,713	71,611
Insurance contract liabilities	32,757	27,568	30,351	33,097
Debt securities in issue	204,118	182,548	188,136	196,276
Derivatives	19,519	30,794	25,034	18,078
Other[2]	39,668	21,428	24,475	25,864
Total liabilities	**648,915**	**553,477**	**590,919**	**621,931**
Equity				
Additional tier 1 capital holders	–	750	750	–
Share capital	4,050	4,050	4,050	4,050
Invested unrestricted equity	1,062	1,063	1,053	1,077
Other reserves	(2,323)	(2,345)	(2,591)	(2,550)
Retained earnings	27,303	27,707	29,174	29,842
Total equity	**30,092**	**31,225**	**32,436**	**32,419**
Total liabilities and equity	**679,007**	**584,702**	**623,355**	**654,350**

(1) Comprised of fair value changes of the hedged items in portfolio hedges of interest rate risk, investments in associated undertakings and joint ventures, intangible assets, properties and equipment, investment properties, deferred tax assets, current tax assets, retirement benefit assets, prepaid expenses and accrued income, and other assets, which includes claims on securities settlement proceeds, cash items in process of collection and other assets.

(2) Comprised of fair value changes of the hedged items in portfolio hedges of interest rate risk, current tax liabilities, accrued expenses and prepaid income, deferred tax liabilities, provisions, retirement benefit obligations, subordinated liabilities and other liabilities, which includes liabilities on securities settlement proceeds, sold, not held, securities, accounts payable, cash/margin payables, lease liabilities and other liabilities.

Summary Regulatory Ratios and Other Data[1]

	As of and for the three months ended 31 March		As of and for the year ended 31 December		
	2025	2026	2023	2024	2025
Net loan loss ratio, amortised cost, basis points	3	(11)	5	6	1
Common equity tier 1 (CET1) capital ratio[2][3], per cent	15.7	15.7	17.0	15.8	15.7
Tier 1 capital ratio[2][3], per cent	17.6	17.7	19.4	18.4	18.4
Total capital ratio[2][3], per cent	20.2	20.4	22.2	21.0	21.2
Tier 1 capital[2][3], EUR in billions	28.1	28.6	26.8	28.7	29.4
Risk exposure amount (REA)[2][3], EUR in billions	160	162	139	156	160
Allocated Equity[3], EUR in billions	29.7	30.1	31.2	32.4	32.4
Cost-to-income ratio, excluding items affecting comparability and regulatory fees, per cent	44	46	42	43	45
Total number of employees (full-time equivalent ("**FTE**"))[3]	30,343	28,747	29,153	30,157	28,989

(1) For definitions of ratios and other key terms, see "*Selected Consolidated Financial and Other Data—Definitions of Regulatory Ratios and Other Data*" below.

(2) Including result for the period with a dividend deduction of 70 per cent thereof (the top of Nordea's dividend policy range). For regulatory purposes, the Nordea Group reported CET1 capital of EUR 25,083 million and a CET1 capital ratio of 15.5 per cent, in each case as of 31 March 2026, to the ECB, both calculated excluding net profit for the period, with a corresponding effect on the other regulatory capital levels and ratios.

(3) End of period.

RISK FACTORS

An investment in the Notes involves a degree of risk. Prospective investors should carefully consider the risks set forth below and the other information contained in this Programme Document prior to making any investment decision with respect to the Notes. The risks described below could have a material adverse effect on the Nordea Group's business, financial condition and results of operations or the value of the Notes. The order in which the risk factors are presented does not reflect the probability of their realisation or order of importance. Additional risks and uncertainties, including those of which Nordea's management is not currently aware or deems immaterial, may also potentially have an adverse effect on the Nordea Group's business, results of operations, financial condition or future prospects or may result in other events that could cause investors to lose all or part of their investment.

Words and expressions defined under "Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes" and "Terms and Conditions of the Additional Tier 1 Conversion Notes" have the same meanings in this section.

This Programme Document also contains forward-looking statements that involve risks and uncertainties. Actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks faced by the Nordea Group, described below and elsewhere in this Programme Document. The risk factors set out below are the ones that Nordea's management believes are the principal risks facing the Nordea Group.

Risks Relating to the Nordea Group and Its Business

Risks Relating to Macroeconomic Conditions

Negative economic developments and conditions in the markets in which the Nordea Group operates can adversely affect the Nordea Group's business and results of operations.

The Nordea Group's performance is significantly influenced by the general economic conditions in the Nordic markets (Denmark, Finland, Norway and Sweden). Development of the economic conditions in other markets where the Nordea Group currently operates can also affect the Nordea Group's performance. In recent years, the economic conditions in the Nordic region have, in general, developed more favourably relative to the rest of Europe, benefiting from generally sound public finances. However, there have been differences between countries within the region. In 2023, the development of the Nordic economies was twofold, with the Danish and Norwegian economies growing by 2.5 per cent and 0.7 per cent, respectively, in terms of gross domestic product adjusted for inflation ("**real GDP**"), while the real GDP contracted by 1.2 per cent in Finland and remained unchanged in Sweden in 2023. In 2024, the development among the Nordic economies continued to vary. The Danish economy showed the strongest growth and its real GDP increased by 3.5 per cent in 2024 supported, in particular, by manufacturing production, especially in the pharmaceuticals sector. The Swedish real GDP increased by 1.0 per cent in 2024, reflecting the good performance of the export sector, while the growth of real GDP in Norway was 0.6 per cent, mainly driven by public spending and oil investment. Reflecting the continued consumer cautiousness, the Finnish economy grew by 0.4 per cent in terms of real GDP in 2024. Denmark continued to be the fastest growing economy in the Nordic region in 2025, with its real GDP estimated to have increased by 2.8 per cent. This increase was driven by the pharmaceuticals sector and, to a lesser extent, growth in private consumption. The Swedish economy is estimated to have grown by 1.9 per cent in 2025, reflecting increased household consumption and public investment, particularly in defence, while the Norwegian real GDP is estimated to have increased by 1.6 per cent in 2025, supported by oil investment and recovering household purchasing power. The size of the Finnish economy is estimated to have remained unchanged in 2025 compared to 2024, reflecting weak consumer confidence and falling housing prices that continued to hold back private consumption and construction investments.

Economic developments have affected and may continue to affect the Nordea Group's business in a number of ways, including, among others, the income, wealth, liquidity, business and/or financial condition of the Nordea Group's customers, which, in turn, could further reduce the Nordea Group's credit quality and demand for the Nordea Group's financial products and services. For example, accelerated inflation both globally and in the Nordic region resulted in increases of benchmark interest rates in 2023. In 2024, the inflation rates declined, approaching the 2 per cent target of most advanced economies, prompting central banks to start bringing interest rates down from their highest levels. Inflation in the Nordic countries remained broadly stable and close to the 2 per cent target in 2025, allowing central banks in the region to continue lowering interest rates. Global developments that may have a potential direct effect on any of the main Nordic markets, such as tariffs or any other adverse measures towards Denmark or other Nordic countries that have been suggested by the current U.S. government in connection with the government's aspirations of bringing Greenland under the control of the United States, could also negatively impact the Nordea Group's customers. Any or all of the conditions described above could have a material adverse effect on the Nordea Group's business, financial condition and results of operations, and measures implemented by the Nordea Group may not be sufficient to reduce any credit, market and liquidity risks. See also "*—Other Risks Relating to the Nordea Group's Business—The operations of the Nordea Group outside the Nordic markets, in particular any business with connections to Russia or Ukraine, are subject to risks that do not apply,*

or apply to a lesser degree, to its businesses in the Nordic markets" and "*—Risks Relating to Market Exposure—The Nordea Group is exposed to structural market risk—Banking Book Market Risk*" below.

Disruptions and volatility in the global financial markets and economies may adversely impact the Nordea Group.

In recent years, the global financial markets have experienced disruptions and volatility as a result of, among other things, concerns regarding the overall stability of the euro area, fears related to a slowdown of the Chinese economy, significant fluctuations in global oil prices and concerns related to Russia's war against Ukraine as well as the escalation of hostilities between the United States and Iran. Accelerated inflation and related increases of benchmark interest rates in 2023 resulted in slowing economic growth and fears of potential spread of recessionary conditions across economies. More recently, changes in certain policy goals of the current U.S. government and in trade policies globally, including the introduction of protectionist initiatives such as new or higher tariffs, have also caused, and are likely to continue to cause, volatility in the financial markets and concern about the development of the global economy and economies more regionally. For example, in April 2025, the U.S. government announced new tariffs, including a 10 per cent base tariff and higher "reciprocal" tariffs targeting a significant number of trading partners, to be applied to all imports to the United States. In February 2026, following numerous legal challenges, the U.S. Supreme Court ruled the tariffs illegal. Following this ruling, the U.S. government announced a temporary universal 10 per cent tariff on imports to remain in effect until 24 July 2026. The U.S. government has also indicated that it is looking to replace this temporary tariff with a more permanent tariff structure, including potentially higher tariff rates, and has initiated an investigation into approximately 60 trade partners, including the EU, to determine whether the trade policies and practices of these trading partners would under the U.S. Trade Act of 1974, as amended, permit the U.S. government to impose permanent tariffs and other trade restrictions on imports to the United States.

Tariffs such as those discussed above, any additional changes in U.S. and global trade policies and further expansion of trade restrictions have had and could in the future have an adverse effect on the stability of global financial markets and the development of economies both globally and more regionally, including in the Nordic region. Adverse geopolitical developments and trade tensions may, among other things, result in reduced consumer spending and lower economic activity and, consequently, lead to lower banking activity, adversely affect transaction volumes and customer activity and also result in increased credit risk in the Nordea Group's loan portfolio. In addition, depending on the duration and magnitude of the adverse geopolitical developments and trade tensions, there is a possibility that the Nordea Group will not be able to meet its financial targets. As of the date of this Programme Document, it is not possible to predict the full repercussions on the global economy, or economies more regionally, from the changes in trade policies discussed above. Concerns about economic development could also result in changes in monetary policies. For example, in April 2025, the European Central Bank ("**ECB**") announced a decrease to its main benchmark rate, citing growing global trade tensions and related deterioration in economic outlook as the primary reason for the interest rate action.

Other geopolitical events, such as Russia's war against Ukraine, Israel's and the United States' war against Iran and the Israel-Hamas war in Gaza and concerns of any further escalation of these conflicts and related adverse effects (such as, among others, increased energy, food and commodity prices and challenges to global supply chains, including shipping), continued unrest elsewhere in the Middle East and Red Sea region, tensions in the Korean Peninsula and in Taiwan, and pandemics and other widespread public health crises have also resulted in, and are likely to continue to create, uncertainty in the global markets. See also "*—Any future outbreak of a pandemic could have a material adverse effect on the Nordea Group's business, financial condition and results of operations and adversely affect the Nordea Group's ability to access capital and liquidity*" below. There can also be no assurances that a potential tightening of liquidity conditions in the future as a result of, for example, further volatility in the banking industry, weakening of investor or customer confidence, the timing of monetary policy changes in the United States, geopolitical events or deterioration of public finances of certain European countries will not lead to new funding uncertainty, resulting in increased volatility and widening credit spreads. Risks related to the economic development in Europe have also had, and may continue to have (due to, for example, changes in global trade policies), a negative impact on economic activity and the financial markets in Europe and globally.

If any of the above conditions continue to persist, or should there be any further turbulence in the Nordic, European or global markets, this could have a material adverse effect on the Nordea Group's customers and its business, financial condition and results of operations. Further, any of the foregoing factors could have a material adverse effect on the Nordea Group's ability to access capital and liquidity on financial terms acceptable to the Nordea Group.

Any future outbreak of a pandemic could have a material adverse effect on the Nordea Group's business, financial condition and results of operations and adversely affect the Nordea Group's ability to access capital and liquidity.

In the beginning of 2020, the COVID-19 (also commonly referred to as the "coronavirus") pandemic spread globally and disrupted various markets and resulted in severe uncertainty about the development of the economies exposed to the outbreak. Similar to other industries, the banking industry, both globally and in the Nordic markets, was adversely affected by the pandemic. Should a future pandemic emerge, national governments and regulators may implement measures intended to provide debt relief to various sectors of the economy, including but not limited to payment deferrals, limits on interest rates charged, and temporary relief from insolvency and bankruptcy measures. There is also no certainty that public

health measures, such as business closings and restrictions on travel and gatherings, introduced to mitigate the effects of any outbreak of a pandemic will be sufficient to mitigate the risks posed by such pandemic, and the implementation of these measures (or their insufficiency) could have an adverse effect on the Nordea Group's operations, including the Nordea Group's ability to perform some of its critical functions and serve its customers. In addition, customer habits could be altered because of a pandemic and related governmental and other preventive measures and restrictions, which may have a material adverse effect on the Nordea Group's business. There can also be no assurances that the adverse impact of any outbreak of a pandemic will not lead to a tightening of liquidity conditions or funding uncertainty, adversely affect the credit ratings assigned to Nordea or its subsidiaries, or result in heightened regulatory and supervisory demands or the activation of business continuity and contingency plans. Any such requirements, demands or other developments may result in the Nordea Group having to modify its operational practices and incur substantial monitoring and compliance costs.

Any of the foregoing, and any other future adverse conditions related to an outbreak of a pandemic, could have a material adverse effect on the Nordea Group's business, financial condition and results of operations and adversely affect its ability to access capital and liquidity on acceptable financial terms. To the extent a pandemic adversely affects the business, financial condition and results of operations of the Nordea Group, this may also have the effect of heightening many of the other risks described in this "*Risk Factors*" section.

Risks Relating to the Nordea Group's Credit Portfolio

Deterioration in counterparties' credit quality may affect the Nordea Group's financial performance.

Risks arising from changes in credit quality and the recoverability of loans and amounts due from counterparties are inherent in a wide range of the Nordea Group's businesses. The Nordea Group makes provisions for loan losses in accordance with IFRS. However, the provisions made are based on available information, estimates and assumptions and are subject to uncertainty, and there can be no assurances that the provisions will be sufficient to cover the amount of loan losses as they occur. Adverse changes in the credit quality of the Nordea Group's borrowers and counterparties, or a decrease in collateral values, are likely to affect the recoverability and value of the Nordea Group's assets and require an increase in the Nordea Group's individual provisions and potentially in collective provisions for impaired loans, which in turn would adversely affect the Nordea Group's financial performance. In particular, the Nordea Group's exposure to corporate customers is subject to adverse changes in credit quality should the economic environment in the Nordea Group's markets deteriorate. The ability of the Nordea Group's borrowers may also be affected by foreign exchange risk to the extent their loans are denominated in a currency other than the currency they earn their main income in. For more information on the Nordea Group's outstanding loans, see "*Selected Statistical Data and Other Information—Loans Outstanding by Jurisdiction and Industry*" and "*Risk Management—Credit Risk Management*". See also "*—Risks Relating to Macroeconomic Conditions—Negative economic developments and conditions in the markets in which the Nordea Group operates can adversely affect the Nordea Group's business and results of operations*" above and "*—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—Changes in the Nordea Group's accounting policies or in accounting standards could materially affect how it reports its financial condition and results of operations*" and "*—Other Risks Relating to the Nordea Group's Business—The operations of the Nordea Group outside the Nordic markets, in particular any business with connections to Russia or Ukraine, are subject to risks that do not apply, or apply to a lesser degree, to its businesses in the Nordic markets*" below. Further, actual loan losses vary over the business cycle. A significant increase in the size of the Nordea Group's allowance for loan losses and loan losses not covered by allowances would have a material adverse effect on the Nordea Group's business, financial condition and results of operations.

The Nordea Group is exposed to counterparty credit risk.

The Nordea Group routinely executes transactions with counterparties in the financial services industry, including brokers and dealers, commercial banks, investment banks, funds and other institutional and corporate clients. Many of these transactions expose the Nordea Group to the risk that the Nordea Group's counterparty in a foreign exchange, interest rate, commodity, equity or credit derivative contract defaults on its obligations prior to maturity when the Nordea Group has an outstanding claim against that counterparty. Counterparty credit risk also appears in repurchasing agreements and other securities financing contracts. This credit risk may also be exacerbated when the collateral held by the Nordea Group cannot be realised or is liquidated at prices not sufficient to recover the full amount of the counterparty exposure. Any of the foregoing could have a material adverse effect on the Nordea Group's business, financial condition and results of operations. For more information on the Nordea Group's credit risk exposure, see "*Risk Management—Credit Risk Management*".

As a consequence of its transactions in financial instruments, including foreign exchange rate and derivative contracts, the Nordea Group is also exposed to settlement risk and transfer risk. Settlement risk is the risk of losing the principal on a financial contract due to default by the counterparty after the Nordea Group has given irrevocable instructions for a transfer of a principal amount or security, but before receipt of the corresponding payment or security has been finally confirmed. Transfer risk is the risk attributable to the transfer of money from a country other than the country where a borrower is domiciled, which is affected by the changes in the economic conditions and political situation in the countries concerned.

Risks Relating to Market Exposure

The Nordea Group is exposed to market price risk.

The Nordea Group's customer-driven trading operations and its treasury operations (where the Nordea Group holds investment and liquidity portfolios for its own account) are the key contributors to market price risk in the Nordea Group. The fair value of financial instruments held by the Nordea Group, including bonds, equity investments, cash in various currencies, investments in private equity, hedge and credit funds, commodities and derivatives, are sensitive to volatility of and correlations between various market variables, including interest rates, credit spreads, equity prices and foreign exchange rates. To the extent volatile market conditions persist or recur, the fair value of the Nordea Group's bond, derivative and structured credit portfolios, as well as other classes, could fall more than estimated, and therefore cause the Nordea Group to record write-downs. Future valuations of the assets for which the Nordea Group has already recorded or estimated write-downs, which will reflect the then-prevailing market conditions, may result in significant changes in the fair values of these assets. Further, the value of certain financial instruments is recorded at fair value, which is determined by using financial models incorporating assumptions, judgments and estimations that are uncertain and which may change over time or may be inaccurate. Any of these factors could require the Nordea Group to recognise further write-downs or realise impairment charges, which may have a material adverse effect on the Nordea Group's business, financial condition and results of operations. In addition, because the Nordea Group's trading and investment income depends to a great extent on the performance of financial markets, volatile market conditions could result in a significant decline in the Nordea Group's trading and investment income, or result in a trading loss, which, in turn, could have a material adverse effect on the Nordea Group's business, financial condition and results of operations.

The Nordea Group is exposed to structural market risk.

Banking Book Market Risk

Like all banks, the Nordea Group earns interest from loans and other assets, and pays interest to its depositors and other creditors. The net effect of changes to the Nordea Group's net interest income depends on the relative levels of assets and liabilities that are affected by the changes in interest rates. The Nordea Group is structurally exposed to net interest income risk, economic value risk and fair value risk. Mismatches between the interest rate repricing periods, volumes or reference rates of its assets, liabilities and derivatives give rise to net interest income risk and economic value risk. The Nordea Group is structurally exposed to fair value risk through its liquidity portfolio. These risks could have a material adverse effect on the Nordea Group's financial condition and results of operations. For more information on the Nordea Group's banking book market risk, see "*Risk Management—Market Risk*".

Structural Foreign Exchange Risk

The Nordea Group is exposed to currency translation risk primarily as a result of its Norwegian and Swedish banking businesses as well as its U.S. dollar denominated lending business as it prepares its consolidated financial statements in its functional currency, the euro. Because the Nordea Group shows translation differences between the local currency denominated equity positions of its fully consolidated subsidiaries, the euro effects arising from currency translation may reduce equity. In addition, because some of the Nordea Group's consolidated risk exposure amount ("**REA**"), against which the Nordea Group is required to hold a minimum level of capital, is denominated in local currencies, including the U.S. dollar, any significant depreciation of the euro against these local currencies would adversely impact the Nordea Group's capital adequacy ratios. The Nordea Group is also subject to foreign exchange risk in connection with its non-euro denominated funding arrangements. While the Nordea Group generally follows a policy of hedging its foreign exchange risk, including by seeking to match the currency of its assets with the currency of the liabilities that fund them and by entering into hedging arrangements with respect to currency exposures, there can be no assurances that the Nordea Group will be able to successfully hedge some or all of this currency risk exposure or that it will in all instances be feasible for the Nordea Group to hedge such exposure. For more information on the market risks the Nordea Group faces, including structural foreign exchange risk, see "*Risk Management—Market Risk*".

Risks Relating to Liquidity and Capital Requirements

The Nordea Group's business performance could be affected if its capital adequacy ratios are reduced or perceived to be inadequate.

The Nordea Group is required to maintain certain capital adequacy ratios pursuant to EU and Finnish legislation. See "*Risk Management—Capital Management*". The Basel Committee on Banking Supervision (the "**BCBS**") has introduced a number of fundamental reforms to the regulatory capital framework for internationally active banks, the principal elements of which are set out in its papers released on 16 December 2010 (together with a 13 January 2011 press release setting out minimum requirements for additional tier 1 and tier 2 instruments to ensure loss absorbency at the point of non-viability, "**Basel III**"). Basel III has been implemented in the EU by way of Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (as amended, the "**Capital Requirements Directive**") and the direct application of the

Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions (as amended, the "**CRR**" and, together with the Capital Requirements Directive and the CRD Implementing Measures (as such term is defined in the Conditions), the "**CRD**") in each member state of the EU ("**EU Member States**"). The CRR has applied in all EU Member States from 1 January 2014 and the Finnish legislation implementing the Capital Requirements Directive entered into force in 2014. See also "*Supervision and Regulation—Capital Adequacy, Liquidity and Leverage—Finnish Implementation of the Capital Requirements Directive*" for a description of the implementation of the Capital Requirements Directive in Finland. The rules applicable to the capital and liquidity of financial institutions have been amended across the EU as part of the banking package (as defined below). The amendments to the CRR entered into force between June 2019 and June 2021, while the amendments to the Capital Requirements Directive entered into force on 28 December 2020. The Finnish national transposition of the CRD amendments entered into force on 1 April 2021. The banking package includes, among other things, the introduction of a binding net stable funding ratio ("**NSFR**"), a binding leverage ratio requirement, treatment of non-preferred senior debt in the minimum requirement for own funds and eligible liabilities ("**MREL**") and a cumulative treatment of the other systemically important institution buffer (the "**O-SII buffer**") and the systemic risk buffer.

The implementation of Basel III in the EU is to be finalised through further amendments to the CRD and the CRR (the so-called "**CRD 6**" and "**CRR 3**", see "*Supervision and Regulation—Capital Adequacy, Liquidity and Leverage—Measures Related to Finalisation of Basel III*"). CRD 6 and CRR 3 introduce, among other things, an output floor, which operates as a lower limit for the capital requirements that banks calculate when using their internal models. As of the date of this Programme Document, the final transposition of CRD 6 into Finnish national law is still pending as the legislative amendments implementing CRD 6 (including, among others, a clarificatory amendment on the possibility to set a systemic risk buffer addressing macroprudential or systemic risks arising from climate change) are under consideration by the Finnish Parliament. Therefore, it is not possible to definitively determine all potential effects of the local implementation of CRD 6 on the Nordea Group. However, the resulting changes from CRD 6 and CRR 3 may lead to further enhanced requirements in relation to the Nordea Group's capital, liquidity and funding ratios or alter the way such ratios are calculated and, as a result, adversely affect the Nordea Group's capital position.

Local regulators may, nevertheless, require higher capital buffers than those required under current or proposed future regulations due to, among other things, the continued general uncertainty involving the financial services industry and the concerns over global and local economic conditions or, in the case of institution-specific capital requirements, over the financial position of an institution. Any such requirements, or perception by debt and equity investors, analysts or other market professionals that the capital buffers should be higher, or any concern regarding compliance with future capital adequacy requirements, could increase the Nordea Group's borrowing costs, limit its access to capital markets or result in a downgrade in its credit ratings, which could have a material adverse effect on its results of operations, financial condition and liquidity. In addition, lower internal credit rating of customers, substantial market volatility, widening credit spreads, changes in the applicable capital adequacy regulatory framework(s) or regulatory treatment of certain positions, such as changes in risk weights assigned to asset classes, fluctuations in foreign exchange rates, decreases in collateral ratios as a consequence of the deterioration of the market value of underlying assets, or deterioration of the economic environment, among other things, could result in an increase in the Nordea Group's REA, which potentially may reduce the Nordea Group's capital adequacy ratios. If the Nordea Group were to experience a reduction in its capital adequacy ratios, and could not generate or raise further capital needed, it would have to reduce its lending or investments in other operations.

Liquidity risk is inherent in the Nordea Group's operations.

Liquidity risk is the risk that the Nordea Group will be unable to meet its obligations as they fall due or meet its liquidity commitments only at an increased cost. A substantial portion of the Nordea Group's liquidity and funding requirements is met through reliance on customer deposits, as well as ongoing access to wholesale funding markets, including issuance of long-term debt market instruments, such as covered bonds. The volume of these funding sources, in particular long-term funding, may be constrained during periods of liquidity stress. Turbulence in the global financial markets and economy may adversely affect the Nordea Group's liquidity and the willingness of certain counterparties and customers to do business with the Nordea Group, which may result in a material adverse effect on the Nordea Group's business and results of operations.

The Nordea Group's funding costs and its access to the debt capital markets depend significantly on its credit ratings.

There can be no assurances that Nordea or its mortgage subsidiaries will be able to maintain their current ratings, or that the Nordea Group will retain current ratings on its debt instruments. A reduction in the current long-term ratings of Nordea or one of its mortgage subsidiaries may increase their funding costs, limit access to the capital markets and trigger additional collateral requirements in derivative contracts and other secured funding arrangements. Therefore, a reduction in credit ratings could adversely affect the Nordea Group's access to liquidity and its competitive position and, as a result, have a material adverse effect on its business, financial condition and results of operations. For information regarding the credit ratings of Nordea and its mortgage subsidiaries as of the date of this Programme Document, see "*Operating and Financial Review and Prospects—Ratings*".

Other Risks Relating to the Nordea Group's Business

The Nordea Group faces competition in all markets.

There is competition for the types of banking and other products and services that the Nordea Group provides and there can be no assurances that the Nordea Group can maintain its competitive position. In addition, the financial services market may face significant changes due to the development of digital banking and new technologies (such as alternative payment systems), changes in consumer behaviour as well as regulatory developments and new operators entering the market. Even though the Nordea Group is making significant investments in technology, there can be no assurances that the Nordea Group will be able to continue to adjust its operating models and arrangements to respond to new forms of competition. If the Nordea Group is unable to provide competitive product and service offerings, it may fail to attract new customers and/or retain existing customers, experience decreases in its interest, fee and commission income, and/or lose market share, the occurrence of any of which could have a material adverse effect on its business, financial condition and results of operations.

Operational risks, including risks in connection with investment advice, may affect the Nordea Group's business.

The Nordea Group's business operations are dependent on the ability to process a large number of complex transactions across different markets in many currencies. The Nordea Group's operations are carried out through a number of entities. Operational losses, including monetary damages, reputational damage, costs, and direct and indirect financial losses and/or write-downs, may result from inadequacies or failures in internal processes, information technology ("**IT**") and other systems (including the implementation of new systems and platforms), cyber security related incidents (*e.g.*, denial-of-service or other types of cyber attacks), licences from external suppliers, fraud or other criminal actions, employee errors, outsourcing, failure to properly document transactions or agreements with customers, vendors, sub-contractors, co-operation partners and other third parties, or to obtain or maintain proper authorisation, or from customer complaints, failure to comply with regulatory requirements, including but not limited to anti-money laundering, economic and financial sanctions, data protection and antitrust regulations, conduct of business rules, equipment failures, failure to protect its assets, including intellectual property rights and collateral, failure of physical and security protection, natural disasters or the failure of external systems, including those of the Nordea Group's suppliers or counterparties and failure to fulfil its obligations, contractual or otherwise. Although the Nordea Group has implemented risk controls and taken other actions to mitigate exposures and/or losses, there can be no assurances that such procedures will be effective in controlling each of the operational risks faced by the Nordea Group, or that the Nordea Group's reputation will not be damaged by the occurrence of any operational risks. See also "*Description of the Nordea Group—Information Technology*".

As a part of its banking and asset management activities, the Nordea Group provides its customers with investment advice, access to internally as well as externally managed funds and serves as custodian of third-party funds. In the event of losses incurred by its customers due to investment advice from the Nordea Group, or the misconduct or fraudulent actions of external fund managers, the Nordea Group's customers may seek compensation from the Nordea Group. Such compensation might be sought even if the Nordea Group has no direct exposure to such risks, or has not recommended such counterparties to its customers. In addition, providing investment advice is subject to reputational risk, and claims from customers or penalties imposed by competent authorities with respect to investment advice provided by the Nordea Group could have a material adverse effect on the Nordea Group's reputation, business, financial condition and results of operations.

The Nordea Group's business is subject to the impact of environmental, social and governance and other sustainability risks that could adversely impact existing risks and result in new or additional costs.

The Nordea Group may be exposed to sustainability risk as a result of current or future environmental, social and governance ("**ESG**") events or conditions. Sustainability risks are external factors that, in addition to resulting in potential direct losses or costs, can further exacerbate the risks the Nordea Group is facing. Credit risk is considered the risk category most significantly impacted by sustainability factors over the longer term and ESG risk drivers are assessed by the Nordea Group as a material or potentially material driver of credit risk.

Within its risk management framework, the Nordea Group focuses on two key climate-related risks: transition risk and physical risk. Transition risk refers to the financial risk that may arise from the transition to a lower-carbon society. This entails the effects on customers' business models from disruptive events, such as changes in climate policy, regulation, technology or market sentiment. The degree of risk that transition risk presents to businesses can vary, depending on the characteristics, pace, and focus of the changes involved. Typically, sectors that rely on fossil fuels or are energy-intensive are expected to be affected first and most significantly by transition risk. The Nordea Group's climate- and nature-related transition risks are mainly driven by a need to reduce the greenhouse gas emissions of counterparties. These risks may manifest themselves in the Nordea Group's business by, among other things, affecting the value of collateral pledged to the Nordea Group, and may also relate to legal and reputational risk stemming from changed market sentiment and litigation associated with being perceived as exaggerating ESG credentials or failing to fulfil ESG commitments, a practice

commonly referred to as 'greenwashing'. In general, transition effects are more likely to materialise in the short to long term, but may also materialise in the very long term if there is a delayed transition or no transition.

Climate-related physical risks include the potential for physical damage and financial losses due to increased exposure to climate hazards, encompassing both extreme weather events and longer-term shifts in climate patterns. The impacts of direct climate-related physical hazards in the Nordic region where the Nordea Group is active are mainly driven by water-based hazards, which are predominantly flooding events. These impacts are reinforced by chronic effects such as variability in temperature and precipitation, reduction in snow, ice and sea level rise and increase in soil moisture and ground frost over the short to very long term. For the Nordea Group, the primary climate-related physical risks arise from its lending operations, including through potential collateral devaluation (*e.g.*, real estate, vessels and vehicles). In addition to credit risk, climate-related physical risks can also impact the Nordea Group's liquidity risk, for example in the form of cash outflows in case of an acute climate event.

The Nordea Group continuously refines its sustainability risk assessment methodology as additional climate and other risk data emerge, aiding in the identification of both transition and physical risks to ascertain their impact. However, there can be no assurances that the Nordea Group's actions will be effective in mitigating the relevant risks, nor can there be assurances that the Nordea Group's regulators, investors or other market participants will find its efforts to be sufficient. For example, the Nordea Group could be required to terminate certain existing customer relationships as a result of potential exposure to ESG risks or may be subject to reputational damage if its measures are deemed to be insufficient. Similarly, the Nordea Group may also be subject to reputational damage associated with not meeting the expectations held by its stakeholders, including, among other things, customers, investors, employees, rating agencies and regulators, each of which may have divergent views on ESG matters and competing demands. In addition, the increased focus on ESG matters may subject the Nordea Group to increased regulatory scrutiny, new disclosure requirements or other additional costs.

If they were to realise, environmental, social and governance and other sustainability risks, including those discussed above, could have a material adverse effect on the Nordea Group's reputation, business, financial condition and results of operations.

Profitability in the Nordea Group's life insurance and pension business depends on regulations and guidelines in the countries in which it operates.

In addition to insurance risk and investment risks related to its life insurance business common to all life insurance and pension providers, the Nordea Group's ability to generate profit from its insurance subsidiaries generally depends on the level of fees and other income generated by the insurance and pension business. The level of fees and other income which the Nordea Group may earn from its life insurance subsidiaries differs from country to country, depending on regulations and guidelines promulgated by the relevant financial services authorities on shareholder fees, IFRS bridging, profit sharing and solvency requirements.

The operations of the Nordea Group outside the Nordic markets, in particular any business with connections to Russia or Ukraine, are subject to risks that do not apply, or apply to a lesser degree, to its businesses in the Nordic markets.

The Nordea Group's operations outside the Nordic markets present various risks that do not apply, or apply to a lesser degree, to its businesses in the Nordic markets. Some of these markets are typically more volatile and less developed economically and politically than markets in Western Europe and North America. The Nordea Group faces economic and political risk, including economic volatility, recession, inflationary pressure, exchange rate fluctuation risk and interruption of business, as well as civil unrest, moratorium, imposition of exchange controls, sanctions relating to specific countries, expropriation, nationalisation, renegotiation or nullification of existing contracts, sovereign default and changes in law or tax policy. For example, Russia's war against Ukraine and related events, such as the sanctions imposed by the United States, the EU, the United Kingdom and others against Russia, have had, and are expected to continue to have, an adverse effect on the economic climate in countries neighbouring Russia. As the Nordea Group's performance is significantly influenced by the general economic conditions in Denmark, Finland, Norway and Sweden, any adverse effects, direct or indirect (such as, among others, increased energy, food and commodity prices and inflationary pressures), that Russia's war against Ukraine may have on the economies and customers in these Nordic countries could also have a material adverse effect on the Nordea Group's business, financial condition and results of operations. See also "*—Risks Relating to Macroeconomic Conditions—Negative economic developments and conditions in the markets in which the Nordea Group operates can adversely affect the Nordea Group's business and results of operations*" above. Russia's war against Ukraine may also affect the operational risks that the Nordea Group faces as a result of, for example, a heightened risk of cyber security related incidents (*e.g.*, as part of so-called "hybrid warfare" actions). See also "*—Operational risks, including risks in connection with investment advice, may affect the Nordea Group's business*" above.

The Nordea Group could fail to attract or retain senior management or other key employees.

The Nordea Group's performance is, to a large extent, dependent on the talents and efforts of highly skilled individuals, and the continued ability of the Nordea Group to compete effectively and implement its strategy depends on its ability to attract new employees and retain and motivate existing employees. Competition from within the financial services industry,

including from other financial institutions, as well as from businesses outside the financial services industry for key employees is intense. New regulatory restrictions, such as the limits on certain types of remuneration paid by credit institutions and investment firms set forth in CRD, could adversely affect the Nordea Group's ability to attract new employees and retain and motivate existing employees. Any loss of the services of key employees, particularly to competitors, or the inability to attract and retain highly skilled personnel in the future could have an adverse effect on the Nordea Group's business.

The Nordea Group may not be able to successfully implement its strategy.

The Nordea Group's priorities for its 2026 to 2030 strategy period are to grow faster than the market while sustaining high profitability, to lead with a compelling customer offering and the best digital experience, and to deliver Nordic scale benefits for superior competitiveness and efficiency. For more information, see "*Operating and Financial Review and Prospects—Financial Targets, Dividend Policy and Capital Policy*" and "*Description of the Nordea Group—Strategy*". There can be no assurances that the Nordea Group will be able to successfully implement its strategy within the expected timeframe or at all, and the expected benefits of the Nordea Group's strategy may not materialise, including if the markets in which the Nordea Group operates do not develop as expected. Furthermore, the Nordea Group's strategy may have negative consequences in respect of attracting and retaining employees (see "*—The Nordea Group could fail to attract or retain senior management or other key employees*" above) or other areas. Any of the above could have a material adverse effect on the Nordea Group's business, financial condition and results of operations.

Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates

The Nordea Group is subject to extensive regulation that is subject to change.

Companies active in the financial services industry, including the Nordea Group, operate under an extensive regulatory regime. The Nordea Group is subject to laws and regulations, administrative actions and policies as well as related oversight from the local regulators in each of the jurisdictions in which it has operations. These jurisdictions include Finland, where the Nordea Group's parent company Nordea Bank Abp is based, Denmark, Norway, Sweden, China, Estonia, Luxembourg, Poland, the United Kingdom and the United States. The Nordea Group is also under the direct supervision, and subject to the regulations, of the ECB as a result of the size of its assets (see also "*—The regulatory framework to which the Nordea Group is subject imposes restrictions on discretionary payments if certain capital requirements or loss absorbing capacity requirements are not met*" below). These laws and regulations, requirements, administrative actions and policies are subject to change and may from time to time require significant costs to comply with.

Areas where changes or developments in regulation and/or oversight could have an adverse impact include, but are not limited to, (i) changes in monetary, interest rate and other policies, (ii) general changes in government and regulatory policies or regimes which may significantly influence customer or investor decisions or may increase the costs of doing business in the Nordea Group's markets, (iii) changes in capital adequacy framework, imposition of onerous compliance obligations, restrictions on business growth or pricing and requirements to operate in a way that prioritises other objectives over shareholder value creation, (iv) changes in competition and pricing environments, (v) differentiation amongst financial institutions by governments with respect to the extension of guarantees to bank customer deposits and the terms attaching to such guarantees, (vi) expropriation, nationalisation, confiscation of assets and changes in legislation relating to foreign ownership, (vii) further developments in the financial reporting environment and (viii) other unfavourable political, military or diplomatic developments producing legal uncertainty, which, in each case, may affect demand for the Nordea Group's products and services. See also "*—Any future outbreak of a pandemic could have a material adverse effect on the Nordea Group's business, financial condition and results of operations and adversely affect the Nordea Group's ability to access capital and liquidity*" above.

As a result of global financial and economic crises, a number of regulatory initiatives have been proposed and taken to amend or implement rules and regulations, which have had, or could likely have, an impact on the business of the Nordea Group. Such initiatives include, but are not limited to, requirements for liquidity, capital adequacy and handling of counterparty risks, regulatory tools provided to authorities to allow them to intervene in scenarios of distress and the introduction of a common system of financial transactions tax in the euro area. One such requirement is the obligation under the Bank Recovery and Resolution Directive 2014/59/EU ("**BRRD**") for banks, such as Nordea, to contribute to resolution funds, the purpose of which are to finance the resolution of failing banks without having to resort to taxpayer money. Nordea contributes to the EU-wide Single Resolution Fund ("**SRF**").

Regulatory developments such as these or any other requirements, restrictions, limitations on the operations of financial institutions and costs involved, or unexpected requirements under, or uncertainty with respect to, the regulatory framework to be applied to the Nordea Group, could have a material adverse effect on the Nordea Group's business, financial condition and results of operations. See also "*Supervision and Regulation*".

Regulatory actions may affect the Nordea Group's funding needs and capital position.

Nordea operates under the BRRD that was transposed in Finland on 1 January 2015 through the Finnish Act on Resolution of Credit Institutions and Investment Firms (Fi: *laki luottolaitosten ja sijoituspalveluyritysten kriisinratkaisusta* (1194/2014), as amended) (the "**Finnish Resolution Act**") and the Finnish Act on Financial Stability Authority (Fi: *laki rahoitusvakausviranomaisesta* (1195/2014), as amended) (the "**Finnish Act on Financial Stability Authority**").

To ensure that banks always have sufficient loss-absorbing and recapitalisation capacity, the BRRD and the SRM Regulation provide for the relevant resolution authority to set minimum requirements for own funds and eligible liabilities ("**MREL**") for each institution, based on, among other criteria, its size, risk and business model. The framework for MREL for banks (the "**MREL Framework**") is conceptually similar to the principles for Total Loss Absorbing Capacity ("**TLAC**") issued by the Financial Stability Board ("**FSB**") and both aim to ensure that banks have sufficient loss absorbing and recapitalisation capacity to preserve the continuity of critical functions, ensure financial stability, and minimise the burden to taxpayers arising from any failure of the institution.

According to the MREL Framework, there is a particular need to ensure that authorities possess the necessary legal powers to expose eligible instruments to loss and that they can exercise their powers without material risk of successful legal challenge or giving rise to compensation costs under the "no creditor worse off than in liquidation" ("**NCWOL**") principle. Similarly, authorities must be confident that the holders of these instruments are able to absorb losses and recapitalise in a time of stress in the financial markets without spreading contagion and without necessitating the allocation of loss to liabilities where that would cause disruption to critical functions or significant financial instability. Eligible instruments should, therefore, not include operational liabilities on which the performance of critical functions depends, and a minimum proportion of such eligible liabilities should be subordinated in some way to those operational liabilities and certain other specified categories of obligations (a so-called "**subordination requirement**"). Any instruments or liabilities that cannot be written down or converted into equity by the relevant resolution authority without giving rise to material risk of NCWOL claims should not be eligible as MREL and may give rise to a requirement to issue additional eligible liabilities under the MREL Framework.

There is a risk that the MREL requirements could change in the future and require the Nordea Group to issue additional MREL eligible liabilities, which, in turn, may increase the Nordea Group's funding costs and have an adverse effect on the Nordea Group's business, financial condition and results of operations.

The regulatory framework to which the Nordea Group is subject imposes restrictions on discretionary payments if certain capital requirements or loss absorbing capacity requirements are not met.

The capital and regulatory framework to which the Nordea Group is, and will be, subject imposes certain requirements for the Nordea Group to hold sufficient levels of capital, including common equity tier 1 ("**CET1**") capital and additional loss-absorbing and recapitalisation capacity (including MREL eligible liabilities). A failure to comply with such requirements, as the same may be amended from time to time, may result in restrictions on Nordea's ability to make "discretionary payments" in certain circumstances. If the Nordea Group's ability to make "discretionary payments" becomes subject to such restrictions, this could have an adverse impact on its ability to raise, and the cost of, any form of capital or funding.

The restrictions on "discretionary payments" will be scaled according to the extent of the breach of the combined buffer requirement (which is positioned above the relevant capital and MREL requirements) and calculated, in accordance with CRD and the BRRD, by reference to certain profits of the institution. Such calculation will result in a "maximum distributable amount" ("**MDA**") for the relevant period. As an example, the scaling is such that if the level of a bank's total CET1 capital falls within the bottom quartile of the combined buffer requirement, no "discretionary payments" will be permitted to be paid. As a consequence, in the event of a breach of the combined buffer requirement it may be necessary for Nordea to reduce "discretionary payments", including dividend payments on its shares and payments on its additional tier 1 instruments. See also "*—Risks Relating to the Notes—Additional Risks Relating to the Additional Tier 1 Notes—Interest payments on Additional Tier 1 Notes may be cancelled by the Issuer (in whole or in part) at any time and, in certain circumstances, the Issuer will be required to cancel such interest payments*" below.

The Nordea Group is supervised by the ECB and subject to the European Single Supervisory Mechanism and the European Single Resolution Mechanism.

The licensing of credit institutions and the supervision of the most significant banks and financial groups in the euro area were transferred to the ECB as of 4 November 2014 in the context of the European Single Supervisory Mechanism (the "**SSM**"). Furthermore, the EU has adopted a directly applicable regulation governing the resolution of the most significant financial institutions in the euro area, that is, a regulation establishing a single resolution mechanism (the "**Single Resolution Mechanism**") for financial institutions (Regulation (EU) No 806/2014, the "**SRM Regulation**"). The Single Resolution Mechanism establishes the European Single Resolution Board (the "**SRB**") that has resolution powers over the entities that are subject to the SRM Regulation and, thereby, replaces the national authorities as the relevant resolution

authority with respect to such institutions. The Nordea Group has been subject to the resolution powers of the SRB as from 1 October 2018.

The SRB has the authority to exercise the specific resolution powers pursuant to the SRM Regulation similar to those of the national resolution authorities under the BRRD. These specific resolution powers include the sale of business tool, the bridge institution tool, the asset separation tool and the bail-in tool and, as a pre-resolution tool in respect of capital instruments, the mandatory write-down and conversion power. The use of one or more of these tools will be included in a resolution scheme to be adopted by the SRB. National resolution authorities will remain responsible for the execution of the resolution scheme according to the instructions of the SRB.

The SRB has prepared and adopted a resolution plan for the entities subject to its powers, including the Nordea Group. It has also determined, after consulting competent authorities including the ECB, the MREL requirements which the Nordea Group is required to meet at all times. The SRB also has the powers of early intervention as set forth in the SRM Regulation, including the power to require the Nordea Group to contact potential purchasers in order to prepare for resolution of the Nordea Group. These will be launched if the SRB assesses that the following conditions are met: (i) the Nordea Group is failing or is likely to fail; (ii) having regard to timing and other relevant circumstances, there is no reasonable prospect that any alternative private sector measures or supervisory action or the write-down or conversion of relevant capital instruments, taken in respect of the Nordea Group, would prevent its failure within a reasonable timeframe; and (iii) a resolution action is necessary in the public interest.

The exercise of resolution powers by the SRB with respect to the Issuer or any suggestion of such exercise will likely materially adversely affect the price or value of an investment in Notes and/or the ability of the Issuer to satisfy its obligations under such Notes and could lead to the holders of the Notes losing some or all of their investment in the Notes.

Legal and regulatory claims arise in the conduct of the Nordea Group's business.

Companies active in the financial services industry, such as the Nordea Group, operate under a comprehensive regulatory regime and are subject to extensive regulatory supervision, with recently heightened scrutiny by supervisory authorities of the regulatory compliance by such companies. This regulatory environment makes the Nordea Group susceptible to regulatory and litigation risks.

In the ordinary course of its business, the Nordea Group is subject to regulatory oversight and liability risk. The Nordea Group carries out operations through a number of legal entities in a number of jurisdictions and is subject to regulations, including, but not limited to, regulations on conduct of business, anti-money laundering, economic and financial sanctions, payments, consumer credits, capital requirements, reporting and corporate governance, in such jurisdictions. Regulations and regulatory requirements are also continuously amended and new requirements are imposed on the Nordea Group. There can be no assurances that breaches of regulations by the Nordea Group have not occurred in the past or will not occur in the future or that such breaches would not result in significant liability, penalties or other negative financial consequences.

Within the framework of normal business operations, the Nordea Group faces a number of operational and legal risks that could result in reputational impacts, fines, sanctions, disputes, remediation costs, losses and/or litigation. Specifically, the Nordea Group faces potential claims related to the provision of banking and investment services and other areas in which it operates. Such claims are mainly related to lending and insolvency situations, various investment services, and sub-custody and withholding taxation matters. The Nordea Group is also subject to administrative claims and tax proceedings from time to time. These types of claims, disputes, legal proceedings or investigations, the outcomes of which can be difficult to predict, expose the Nordea Group to monetary damages, direct or indirect costs (including legal costs), direct or indirect financial losses, disputes, litigation, civil and criminal penalties and other sanctions, loss of licences or authorisations, or loss of reputation, criticism or penalties by supervisory authorities as well as the potential for regulatory restrictions on its businesses, all of which could have a material adverse effect on the Nordea Group's business, financial condition and results of operations. Adverse regulatory actions against the Nordea Group or adverse judgments in litigation to which the Nordea Group is party could result in restrictions or limitations on the Nordea Group's operations or result in a material adverse effect on the Nordea Group's business, financial condition and results of operations. See also "*Description of the Nordea Group—Legal and Administrative Proceedings*".

The Nordea Group has been and is involved in a variety of claims, disputes, legal proceedings and investigations in jurisdictions where it is active. For example, on 27 August 2024, Nordea announced that it had entered into a consent order and reached a final resolution with the New York State Department of Financial Services (the "**NYDFS**") following an investigation by the NYDFS related to the adequacy of Nordea's anti-money laundering programme during the period from 2008 to 2019. The NYDFS's investigation concerned Nordea's former processes, policies and controls to prevent money laundering and its former compliance framework, including those of Nordea's closed international branch in Vesterport, Denmark and Nordea's former operations in the Baltic countries. Following the completion of its investigation, the NYDFS found that Nordea's anti-money laundering programme subject to the investigation had been deficient, that Nordea had failed to adequately conduct due diligence on its correspondent banks, and that Nordea's transaction monitoring system had been inadequate. Nordea accepted the terms of the consent order that resolved the matter without further proceedings,

including a settlement totalling USD 35 million. In June 2015, the DFSA investigated how Nordea Bank Danmark A/S had followed the regulations regarding anti-money laundering. The investigation resulted in criticism and the matter was, in accordance with Danish administrative practice, handed over to the police for further handling and possible sanctions. On 5 July 2024, the Danish National Special Crime Unit filed a formal indictment against Nordea in the matter. Nordea has expected to be fined in Denmark for weak anti-money laundering processes and procedures in the past and has made a provision for ongoing anti-money laundering related matters. There is a risk that, in the event fines are issued by authorities or courts, the related costs could be higher than the current provision, and this could impact Nordea's financial performance. For more information, see "*Risk Management—Compliance Risk—Recent Completed Investigations*" and "*—Ongoing Investigations*".

The Nordea Group is exposed to risk of changes in tax legislation, including increases in tax rates.

The Nordea Group's activities are subject to tax at various rates around the world computed in accordance with local legislation and practice. The Nordea Group's business, including intra-group transactions, is conducted in accordance with the Nordea Group's interpretation of applicable laws, tax treaties, regulations and instructions from the tax authorities in the relevant countries. However, the applicable laws, tax treaties, court tax practice and tax authority administrative practice may change over time and the changes may have a retroactive effect in taxation. Any future legislative changes or decisions by tax authorities in Finland and other jurisdictions where the Nordea Group is active may impair the tax position of the Nordea Group.

The United Kingdom's withdrawal from the EU may adversely affect the Nordea Group's operations.

The United Kingdom left the EU on 31 January 2020 ("**Brexit**"). The continued uncertainty related to the effects of Brexit may increase market volatility and have an economic impact on the countries in which the Nordea Group operates, particularly in the United Kingdom and euro area. It is still too early to judge the full impact of Brexit as it is unclear how the trading relationships between the United Kingdom and the EU and other significant trading partners will develop.

The Nordea Group transacts with various United Kingdom-based counterparties that may, as a result of Brexit, decide to move all or part of their business from the United Kingdom to an EU Member State. Any consequent restructuring of the Nordea Group's business relationships with such counterparties could entail additional administration and other costs. The Nordea Group also has derivative contracts cleared through LCH Limited ("**LCH**") in London, and, despite the publication of a temporary equivalence decision by the European Commission, Nordea Group entities will not be permitted to continue to clear euro denominated transactions through LCH once this temporary decision expires on 30 June 2028. Any consequential migration of legacy transactions to an alternative central counterparty ("**CCP**") could be costly and operationally challenging and clearing derivatives on multiple CCPs could increase costs for the Nordea Group.

In addition, any deterioration in market access or trading terms including customs duties, taxes or other tariffs that constitute real cost, delay or restrictions to the provision of services and increased administration may materially adversely affect the Nordea Group's business, financial condition and results of operations.

Changes in the Nordea Group's accounting policies or in accounting standards could materially affect how it reports its financial condition and results of operations.

From time to time, the International Accounting Standards Board (the "**IASB**"), the EU and other regulatory bodies change the financial accounting and reporting standards that govern the preparation of the Nordea Group's financial statements. These changes can materially impact how the Nordea Group records and reports its results of operations and financial condition. In some cases, the Nordea Group could be required to apply a new or revised standard retrospectively, resulting in restating prior period financial statements or adjusting the opening balances. See also "*—Regulatory actions may affect the Nordea Group's funding needs and capital position*" above.

Risks Relating to the Notes

Risks Relating to All Notes

The Notes may be redeemed early.

Unless in the case of any particular Series of Notes the relevant Pricing Supplement specifies otherwise, in the event that the Issuer due to a change in laws or regulations or in the interpretation or administration of such laws or regulations would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Taxing Jurisdiction, the Issuer may redeem all outstanding Notes in accordance with Condition 6(b) (*Early Redemption for Taxation Reasons—Withholding Tax*), and (in the case of Subordinated Notes, Senior Non-Preferred Notes and Restricted Senior Preferred Notes), subject to compliance with certain regulatory conditions and approval by the Competent Authority or Resolution Authority, as applicable.

Furthermore, the Issuer may be entitled to redeem Subordinated Notes or Senior Non-Preferred Notes or, if specified in the relevant Pricing Supplement, Senior Preferred Notes, if the tax treatment for the Issuer in respect of such Notes is negatively altered after the issue date (as set forth in Condition 6(c) (*Early Redemption as a result of a Tax Event*)) or if a Capital Event occurs in respect of Subordinated Notes or an MREL Disqualification Event occurs in respect of Restricted Senior Preferred Notes, Senior Non-Preferred Notes or Dated Subordinated Notes (once the whole or any part of the outstanding principal amount of such Dated Subordinated Notes has ceased to qualify as Tier 2 Capital), which may include a situation where such Notes do not at any time become eligible to count towards the Issuer's and/or the Nordea Group's eligible liabilities and/or loss absorbing and recapitalisation capacity (including, for the avoidance of doubt, a change to the minimum subordination requirements applicable to the Issuer). In any such case, the Issuer's ability to effect a redemption will (to the extent applicable) be subject to compliance with certain regulatory conditions and approval by the Competent Authority or Resolution Authority (as applicable). These regulatory conditions include, among other things, the requirement under CRD that if the Subordinated Notes are to be redeemed during the first five years after their issuance, the Issuer must demonstrate to the satisfaction of the Competent Authority that the event triggering such redemption was not reasonably foreseeable at the time of the issue of the Notes and, in the case of a call relating to the tax treatment of the Notes, that the adverse treatment is material and, in the case of a call relating to a Capital Event, that such change is sufficiently certain. These foreseeability and materiality conditions to redemption contained in CRD only apply to a redemption of Subordinated Notes occurring in the first five years after the issue date and, therefore, an issuer of regulatory capital securities, such as the Subordinated Notes, could opt to redeem such Notes for tax or regulatory reasons after the fifth anniversary of issue, including based upon an event that occurred within the first five years of issue. There can therefore be no assurances that Subordinated Notes will not be called for tax or regulatory reasons prior to any specified optional call date. Moreover, as set forth in Condition 6(e) (*Early Redemption as a result of a Capital Event*), at any time following the occurrence of a Capital Event in respect of (if specified as being applicable in the relevant Pricing Supplement) Additional Tier 1 Write-Down Notes, the Issuer may, at its option, redeem all (but not some only) of the Additional Tier 1 Write-Down Notes of the relevant Series at its Outstanding Principal Amount (or such other redemption amount as may be specified in the relevant Pricing Supplement). In any such case, the Issuer's ability to effect a redemption will (to the extent applicable) be subject to compliance with certain regulatory conditions and approval by the Competent Authority or Resolution Authority (as applicable) as set forth in Condition 6(k) (*Conditions to Redemption or Repurchase*).

Finland transposed the EU Minimum Tax Directive (Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the Union) into national law with effect from 1 January 2024. The EU Minimum Tax Directive implements the Global Anti-Base-Erosion (Pillar 2) Rules (the "**Pillar 2 Rules**") that the OECD introduced in December 2021, including a global minimum tax rate of 15 per cent. The definitions of taxable income and tax expense differ between the Pillar 2 Rules and the local tax requirements in the jurisdictions where the Nordea Group operates. The Issuer will, therefore, be required to prepare tax calculations based on the IFRS-adjusted result under the Pillar 2 Rules. If the effective tax rate ends up below 15 per cent in any jurisdiction, Nordea will have to pay a so-called "top-up" tax under the Pillar 2 Rules. These rules might affect the Issuer's ability to make deductions on the Notes and/or the Issuer might be subject to additional taxes if, for example, the tax rate of the Issuer would be deemed to be lower than the global minimum rate of 15 per cent in any jurisdiction in which the Issuer operates. If any such adverse impact affects the Issuer's tax position in respect of the Notes this may increase the risk that a Tax Event (as set forth in Condition 6(c) (Early Redemption as a result of a Tax Event)) occurs as a result.

In addition, if in the case of any particular Series of Notes the relevant Pricing Supplement specifies that the Notes are redeemable at the Issuer's option in certain other circumstances (subject (to the extent applicable) to compliance with certain regulatory conditions and approval by the Competent Authority or Resolution Authority, as applicable), the Issuer may choose to redeem the Notes at a time when prevailing interest rates may be relatively low. In addition, an optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may, or is perceived to be able to, elect to redeem Notes, the market value of such Notes generally will not rise substantially above and may in fact decrease below the price at which they can be redeemed. This may also be true prior to any redemption period.

In the case of any redemption, an investor may not be able to reinvest the redemption proceeds in a comparable security with a rate of return that is as high as that of the relevant Notes.

Remedies in case of default in respect of Subordinated Notes, Senior Non-Preferred Notes and Restricted Senior Preferred Notes are severely limited.

The Subordinated Notes, Senior Non-Preferred Notes and Restricted Senior Preferred Notes will contain limited enforcement events relating to:

(i) non-payment by the Issuer of any amounts due under the Notes. In such circumstances, as described in more detail in Condition 8 (*Enforcement Events*) of the Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes and Condition 8 (*Enforcement Events*) of the Terms and Conditions of the Additional Tier 1 Conversion Notes and subject as provided below, a holder of Notes may institute proceedings in the Relevant Jurisdiction for the Issuer to be

declared bankrupt or its winding-up or liquidation and prove or claim in the bankruptcy or liquidation of the Issuer; and

(ii) the bankruptcy or the winding-up or liquidation of the Issuer, whether in the Relevant Jurisdiction or elsewhere. In such circumstances, as described in more detail in Condition 8 (*Enforcement Events*) of the Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes and Condition 8 (*Enforcement Events*) of the Terms and Conditions of the Additional Tier 1 Conversion Notes, a holder of Notes may declare its Notes to be due and payable at their Outstanding Principal Amount, and prove or claim in the bankruptcy or liquidation of the Issuer.

However, in each case, the Holder of such Note, may claim payment in respect of such Note only in the winding up or liquidation or, as the case may be, bankruptcy or liquidation of the Issuer. Under Finnish law a creditor may not institute proceedings for the liquidation (Fi: *selvitystila*) of the debtor, except under the following limited circumstances: (i) the debtor has no registered board of directors, (ii) the debtor has no representative within the meaning of the Enterprise Act (Fi: *elinkeinotoimintalaki* (565/2023), as amended), (iii) despite the request of the register authority, the debtor has not filed its annual accounts for registration within one year from the end of the financial year, or (iv) the debtor has been declared bankrupt and the bankruptcy has expired due to the lack of funds.

For the avoidance of doubt, any Subordinated Note, Senior Non-Preferred Note or Restricted Senior Preferred Note which is also a Green Note or an SLL Note will still be subject to the limited remedies as described above. See also "*—Additional Risks relating to Green Notes and SLL Notes—Green Notes and SLL Notes which are Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes are subject to the regulatory treatment of Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes, as applicable*" below.

There may be no rights of set-off, netting or counterclaim.

Holders of Subordinated Notes, Senior Non-Preferred Notes and Restricted Senior Preferred Notes shall not be entitled to exercise any right of set-off, netting or counterclaim against moneys owed by the Issuer in respect of such Notes. Therefore, holders of such Notes will not be entitled (subject to applicable law) to set-off or net the Issuer's obligations under such Notes against obligations owed by them to the Issuer. Holders of the Notes may therefore be required to participate in separate proceedings in order to recover amounts owing to them under counterclaims, and may receive a lower recovery in an insolvency of Nordea than would be the case if set-off, netting or counterclaim were permitted.

The Notes rank junior to preferred deposits in the insolvency hierarchy.

The BRRD and the SRM Regulation establish a preference in the ordinary insolvency hierarchy, firstly, for insured deposits and, secondly, for all other deposits of individuals and micro, small and medium-sized enterprises held in EEA or non-EEA branches of an EEA bank. In addition, Directive 2014/49/EU of the European Parliament and of the Council of April 16, 2014 (the "**Deposit Guarantee Scheme Directive**"), which has been implemented into national law and entered into force in Finland on 1 January 2015, increased the volume of deposits that are insured (and thus preferred) to include a wide range of deposits, including part of all corporate deposits (unless the depositor is a public sector body or financial institution) that does not exceed the coverage level (being EUR 100,000 for the aggregate deposits of each depositor) and some temporary high value deposits (also above the coverage level). Therefore, these preferred deposits will rank ahead of all other unsecured senior creditors of the Issuer, including the holders of Notes, in the insolvency hierarchy. However, the non-insured amounts of deposits of large corporations with over EUR 50 million turnover rank *pari passu* with claims of other unsecured senior creditors of the Issuer. Furthermore, insured deposits are excluded from the scope of the bail-in power. On March 26, 2026, the European Parliament adopted the legislative package referred to as the Crisis Management and Deposit Insurance ("**CMDI**") framework, which will modify the BRRD, the SRM Regulation and the Deposit Guarantee Scheme Directive. Senior preferred debt instruments (such as the Senior Preferred Notes) will no longer, subject to a few limited exceptions, rank *pari passu* with any non-covered non-preferred deposits of the Issuer. Instead, senior preferred debt instruments (such as the Senior Preferred Notes) would rank junior in right of payment to the claims of all depositors. The new rules are expected to be implemented in EU Member States by early 2028. As such, this legislative package may increase the risk of an investor in the Notes losing all or some of its investment in the context of the exercise of the bail-in power. This legislative package could also lead to a rating downgrade for senior preferred debt instruments (such as the Senior Preferred Notes).

The Notes may not be freely transferred.

Nordea has not registered, and will not register, the Notes under the Securities Act or any other securities laws. Accordingly, the Notes are subject to certain restrictions on resale and other transfer thereof as set forth in the section entitled "*Transfer Restrictions*". As a result of these restrictions, Nordea cannot be certain of the existence of a secondary market for the Notes or the liquidity of such a market if one develops. Consequently, a Holder of Notes and an owner of beneficial interests in those Notes must be able to bear the economic risk of their investment in the Notes for the terms of the Notes, rather than being able to realise their investment during the lifetime of the Notes.

There may be no active trading market for the Notes.

The Notes issued under the Programme will be new securities which may not be widely distributed and for which there may be no active trading market (unless in the case of any particular Series, such Series is to be consolidated with and form a single series with a Series of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer.

Although application has been made to Euronext Dublin for the Notes to be issued under the Programme to be admitted to the Official List and to trading on the Market, there can be no assurances that the application will be accepted, that any particular Series of Notes will be so admitted or that an active trading market will develop. Accordingly, there can be no assurances as to the development or liquidity of any trading market for any particular Series of Notes. Even if a trading market does develop, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary trading market. This is particularly the case for Series of Notes that are especially sensitive to specific investment objectives or strategies or have been structured to meet the specific investment guidelines or criteria of investors. These types of Notes may have a more limited secondary trading market and/or be subject to additional price volatility that could be driven and further exacerbated by, among other things, regulatory developments, evolving views of public authorities or changes in the general market sentiment towards such Notes. Any such lack of liquidity or emergence of substantial market volatility may have an adverse effect on the market value of the Notes.

In addition, the ability of the Dealers to make a market in the Notes may be impacted by changes in regulatory requirements applicable to the marketing, holding and trading of, and issuing quotations with respect to, the Notes. Furthermore, the Issuer may elect to issue unlisted Notes, in which case there may not be an active trading market for such Notes. While Nordea may, in its sole discretion, offer to buy back such Notes prior to their maturity date under normal market conditions, the price at which such Notes are bought back (if at all) will depend upon a number of factors. In case of unstable market conditions, Nordea may elect not to buy back any Notes or suspend any buy-backs it may have commenced, in which case the relevant investor may be unable to exit its investment in the relevant Notes until they are redeemed.

Holders of Notes are subject to market and other volatility.

Holders of Notes should be aware that the secondary market for the Notes and instruments of this kind may be illiquid due to, among other things, the disruptions and volatility in the global financial markets that have continued through recent years. Holders of Notes should also be aware that inflation could have an adverse effect on the value of the relevant Notes, including where the return on the Notes is below the level of the relevant inflation rate(s). This may result in inflation-adjusted returns being negative in certain circumstances. The Issuer cannot predict when these circumstances will change. Consequently, a Holder of Notes and an owner of beneficial interests in those Notes must be able to bear the economic risk of their investment in the Notes for the terms of the Notes, as they cannot be certain of being able to realise their investment, or to do so at favourable prices, during the lifetime of the Notes.

The Notes may be issued at a substantial discount or premium.

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

The Issuer could, in certain circumstances, substitute or vary the terms of the Notes.

To the extent that any Series of Notes contains provisions relating to the substitution or variation of the Notes, in certain circumstances, such as if a Capital Event, a Withholding Tax Event, a Tax Event, an Alignment Event or an MREL Disqualification Event has occurred and is continuing, or in order to ensure the effectiveness of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*), the Issuer may, in accordance with Applicable Banking Regulations and without the consent or approval of the Holders, substitute the Notes or vary the Conditions of the Notes in order to ensure such substituted or varied Notes continue to qualify as, or, as appropriate, become, in the case of Subordinated Notes, Tier 1 Capital or Tier 2 Capital, as applicable, or, in the case of Senior Non-Preferred Notes or Restricted Senior Preferred Notes or Dated Subordinated Notes (once the outstanding principal amount of such Dated Subordinated Notes, in whole but not in part, has ceased to qualify as Tier 2 Capital), eligible liabilities in accordance with the Conditions, or in order to ensure the effectiveness of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*). While the Issuer cannot make changes to the terms of the Notes that are materially less favourable to a Holder of such Notes (save to the extent that such prejudice is solely attributable to the effectiveness and enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*) or, in respect of Additional Tier 1 Write-Down Notes only, Condition 5(8) (*Interest Cancellation in respect of Additional Tier 1 Write-Down Notes*) or, in respect of Additional Tier 1 Conversion Notes only, Condition 5(7) (*Interest Cancellation in respect of Additional Tier 1 Conversion Notes*)), there can be no assurances as to whether any of these changes will negatively affect any particular Holder. In

addition, the tax and stamp duty consequences of holding such varied Notes could be different for some categories of Holders from the tax and stamp duty consequences for them of holding the Notes prior to such substitution or variation.

The Notes are subject to risks related to exchange rates and exchange controls.

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

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

The terms and conditions of the Notes may be changed.

The terms and conditions applicable to each Series will be as agreed between the Issuer and the relevant Dealer at or prior to the time of issuance of such Series, and will be specified in the relevant Pricing Supplement. The terms and conditions applicable to each Series will therefore be the relevant Terms and Conditions of the Notes set out in this Programme Document, subject to being supplemented, modified or replaced by the relevant Pricing Supplement in relation to each Series.

The Agency Agreement contains provisions, which are binding on the Issuer and the holders of Notes, for convening meetings of the holders of Notes of any Series to consider matters affecting their interests, including the modification or waiver of the terms and conditions applicable to any Series, although, any modification or waiver of the terms and conditions that affects Subordinated Notes cannot be made without the prior approval of the Competent Authority if required in accordance with the prevailing Applicable Banking Regulations.

These provisions permit certain defined majorities to make decisions that modify the terms and conditions applicable to a Series of Notes (which may affect the holder of Notes' rights and obligations under the Notes) and that bind all holders of Notes, including holders of Notes who did not attend and vote at the relevant meeting and holders of Notes who voted in a manner contrary to the majority. Holders of Notes also have authority to elect and give instructions to a representative to act on their behalf at a meeting of holders of Notes.

The Issuer also has the right to correct manifest errors in the Terms and Conditions of the Notes without the consent of holders of Notes. See also "*—The Issuer could, in certain circumstances, substitute or vary the terms of the Notes*" above.

The Issuer's gross-up obligation under the Notes is limited.

The Issuer's obligation to pay additional amounts in respect of any withholding or deduction in respect of taxes under the terms of each Series of Subordinated Notes, Senior Non-Preferred Notes and Restricted Senior Preferred Notes applies only to payments of interest due and paid under such Notes and not to payments of principal (which term, for these purposes, includes any premium, final redemption amount, early redemption amount, optional redemption amount and any other amount (other than interest) which may from time to time be payable in respect of such Notes).

As such, the Issuer would not be required to pay any additional amounts under the terms of any Series of Subordinated Notes, Senior Non-Preferred Notes and Restricted Senior Preferred Notes to the extent any withholding or deduction applied to payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal under any Series of such Notes, holders of such Notes would, upon repayment or redemption of such Notes, be entitled to receive only the net amount of such redemption or repayment proceeds after deduction of the amount required to be withheld. Therefore, holders may receive less than the full amount due under such Notes, and the market value of such Notes may be adversely affected as a result.

Under certain circumstances, the Issuer's ability to redeem or repurchase the Notes may be limited.

The rules under CRD prescribe certain conditions for the granting of permission by the Competent Authority or Resolution Authority (as applicable) to a request by the Issuer to redeem or repurchase the Subordinated Notes, Senior Non-Preferred Notes or Restricted Senior Preferred Notes. In this respect, the CRR provides, among other things, that the Competent Authority or Resolution Authority (as applicable) shall grant permission to a redemption or repurchase of the Notes provided that the Conditions to Redemption (as defined in the Conditions) are met. The rules under CRD may be modified from time to time after the Issue Date of the Notes.

Legal and Regulatory Risks Relating to the Notes

Regulatory action in the event of a failure of the Issuer could materially adversely affect the value of the Notes, including in a manner which may result in holders of the Notes losing all or a part of the value of their investment in the Notes or receiving a different security than the Notes.

The BRRD entered into force in July 2014. The stated aim of the BRRD is to provide authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses. The BRRD was implemented in Finland on 1 January 2015 through the Finnish Resolution Act and the Finnish Act on Financial Stability Authority. The BRRD was amended in the banking package that was published in the Official Journal on 7 June 2019 and the majority of amendments took effect from April 2021.

The Nordea Group is also subject to the SRM Regulation which gives specific powers to the SRB to exercise resolution powers similar to those under the BRRD, see "*—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—The supervision of the Nordea Group was transferred to the ECB and the Nordea Group became subject to the European Single Supervisory Mechanism and the European Single Resolution Mechanism*".

The powers granted to the SRB and/or authorities designated by EU Member States to apply the resolution tools and exercise the resolution powers set forth in the SRM Regulation and the BRRD and its national transposition ("**resolution authorities**") include the introduction of a statutory "write-down and conversion power" with respect to capital instruments (which could include the Subordinated Notes) and a "bail-in power", which will give the relevant resolution authority the power to cancel all or a portion of the principal amount of, or interest on, certain other eligible liabilities (which could include the Notes), whether unsubordinated or subordinated, of a failing financial institution and/or to convert certain debt claims (which could include the Notes) into CET1 capital instruments, including ordinary shares of the surviving group entity, if any, which may itself be written down.

The bail-in power can be used to recapitalise an institution that is failing or about to fail, allowing authorities to restructure it through the resolution process and restore its viability after reorganisation and restructuring. The write-down and conversion power can be used to ensure that tier 1 and tier 2 capital instruments fully absorb losses at the point of non-viability of an institution (or, if applicable, its group) and before any other resolution action is taken. The SRM Regulation and the BRRD specify the order in which the bail-in tool should be applied, reflecting the hierarchy of capital instruments under CRD and otherwise respecting the hierarchy of claims in an ordinary insolvency.

The Notes could be subject to the bail-in power and the Subordinated Notes could be subject to the statutory write-down and conversion power. The determination that all or a part of the principal amount of the Notes will be subject to bail-in, or in the case of Subordinated Notes, statutory write-down and/or conversion, is likely to be inherently unpredictable and may depend on a number of factors which may be outside of the Nordea Group's control. The application of the bail-in tool with respect to the Notes, or in the case of Subordinated Notes, exercise of the statutory write-down and/or conversion power, may result in the cancellation of all or a portion of the principal amount of, or interest on, the Notes and/or the conversion of all, or a portion, of the principal amount of, or outstanding amount payable in respect of, or interest on, the Notes into ordinary shares or other CET1 capital instruments of Nordea or another person, including by means of a variation to the terms of the Notes to give effect to such application of the bail-in tool and/or the statutory write-down and/or conversion power (as the case may be). Accordingly, potential investors in the Notes should consider the risk that the bail-in tool and/or the statutory write-down and/or conversion power (as the case may be) may be applied in such a manner as to result in holders of the Notes losing all or a part of the value of their investment in the Notes or receiving a different security than the Notes, which may be worth significantly less than the Notes and which may have significantly fewer protections than those typically afforded to debt securities. Moreover, the resolution authority may exercise its authority to apply the bail-in tool and/or the statutory write-down and/or conversion power (as the case may be) without providing any advance notice to the holders of the Notes. Holders of the Notes may also have limited or no rights to challenge any decision of the resolution authority to exercise the bail-in power and/or the statutory write-down and/or conversion power (as the case may be) or to have that decision reviewed by a judicial or administrative process or otherwise.

The bail-in power, as a matter of Finnish law, contains a specific safeguard known as the "no creditor worse off than under liquidation" (NCWOL) principle with the aim that shareholders and creditors do not receive a less favourable treatment by operation of resolution tools (Fi: *kriisinratkaisuväline*) or resolution powers (Fi: *kriisinratkaisuvaltuus*) than they would have received in ordinary insolvency proceedings. Based on the provisions of the SRM Regulation, the Issuer expects that the NCWOL safeguard will apply in the event of any exercise of the mandatory write-down and conversion power in respect of any Notes by the SRB in exercising its mandate to effect such write-down or conversion independently of any resolution action. However, in spite of the Issuer's expectation, there can be no guarantee that the NCWOL safeguard would be applied in respect of any Notes by the SRB and, even in circumstances where a claim for compensation is established under the NCWOL safeguard in accordance with a valuation performed after the resolution action has been taken, it is unlikely that such compensation would be equivalent to the full losses incurred by the Holders in the resolution and there can be no assurances that Holders would recover such compensation promptly.

In addition to the bail-in power and the statutory write-down and conversion power, the SRM Regulation and the BRRD and its national transposition provide resolution authorities with broader powers to implement other resolution measures with respect to distressed banks, which may include (without limitation): (i) directing the sale of the bank or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply, (ii) transferring all or part of the business of the bank to a "bridge institution" (a publicly controlled entity), (iii) transferring all or part of the assets of the bank, including impaired or problem assets, to an asset management vehicle to allow them to be managed and worked out over time, (iv) replacing or substituting the bank as obligor in respect of debt instruments, (v) modifying the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments), and/or (vi) discontinuing the listing and admission to trading of financial instruments. The resolution authorities will likely allow the use of financial public support only as a last resort after having assessed and exploited, to the maximum extent practicable, the resolution tools, including the bail-in tool and/or the statutory write-down and/or conversion powers.

The exercise of any actions contemplated in the SRM Regulation and/or the BRRD and its national transposition or any suggestion of such exercise will likely materially adversely affect the price or value of an investment in Notes and/or the ability of the Issuer to satisfy its obligations under such Notes and could lead to the holders of the Notes losing some or all of their investment in the Notes. Prospective investors in the Notes should consult their own advisors as to the consequences of the implementation of the BRRD.

Changes in laws, regulations or administrative practice or the interpretation thereof may affect the Notes.

Changes in laws, regulations or administrative practice, or the interpretation thereof, after the date of this Programme Document may affect the Notes in general, the rights of Holders as well as the market value of the Notes. The Notes and all non-contractual obligations arising out of or in connection with the Notes are governed by English law, except for the subordination and set-off provisions relating to Senior Non-Preferred Notes and Subordinated Notes (and, in the case of the Additional Tier 1 Conversion Notes, conversion (if any) of the Additional Tier 1 Conversion Notes into Conversion Shares, any Compulsory Acquisition Proceedings, and rights and obligations of Noteholders in certain situations pursuant to Condition 7(m) (*Rounding Down and Notice of Adjustment to the Floor Price*)) and all non-contractual obligations arising out of or in connection with them, which will be governed by, and construed in accordance with, the laws of the Relevant Jurisdiction (the Relevant Jurisdiction being, as at the date of this Programme Document, Finland). There can be no assurances as to the impact of any possible judicial decision or change to the laws of England and Wales or of the Relevant Jurisdiction or any related administrative practice after the date of issue of the relevant Notes or as to the interpretation or application of any such current or future decisions, laws or practice. Any such matters may impact, among other things, statutory, tax, regulatory and recovery and resolution regimes during the life of the Notes, which may have an adverse effect on the Notes. Such matters could also affect an investor's ability to accurately value the Notes and, therefore, affect the trading price of the Notes given the extent and impact on the Notes that one or more changes, including those described above, could have on the Notes.

The Rome II Regulation (864/2007), which sets out a series of rules to be applied by the courts of EU Member States (other than Denmark) for the purposes of determining the governing law of non-contractual obligations between parties in most civil and commercial matters does not apply in Denmark and therefore may not apply to Danish investors.

Furthermore, the financial services industry continues to be the focus of significant regulatory change and scrutiny which may adversely affect the Nordea Group's business, financial performance, capital and risk management strategies. Such regulatory changes, and the resulting actions taken to address such regulatory changes, may have an adverse impact on the Nordea Group's, and therefore the Issuer's, performance and financial condition.

On 11 December 2025, the ECB task force on banking simplification recommended potential future simplifications to the EU bank capital stack in order to assist transparency and aid competitiveness. The recommendations include the consolidation of certain buffer requirements and simplifying the leverage ratio requirement and related buffers. The proposals also recommended that policymakers consider either improving the loss absorbing characteristics of additional tier 1 instruments, or alternatively removing additional tier 1 and tier 2 instruments from the capital framework. The ECB task force's recommendations are yet to be implemented into any formal legislative policy by either the European Commission or national banking authorities, but any potential move to adopt these, or similar, recommendations in the future could have a material effect on the efficiency and effectiveness of capital instruments, such as Notes that qualify as capital instruments, or the ability of the Issuer to make payments on the Notes.

Risks Relating to Form and Mechanics of the Notes

The Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples.

In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination (as defined in the relevant Pricing Supplement) plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of the minimum Specified Denomination. In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of

less than the minimum Specified Denomination, would need to purchase a principal amount of the Notes such that its holding amounts to a Specified Denomination.

The amount of Notes to be issued under the Programme may be changed.

The aggregate principal amount of Notes to be issued under the Programme is subject to increase or decrease as provided in the Programme Agreement (as defined herein).

Because the Global Notes are held by or on behalf of clearing systems, investors will have to rely on the relevant clearing system's procedures for transfer, payment and communication with the Issuer.

Notes issued under the Programme may be represented by one or more Global Notes. Such Global Notes will be deposited with a common depositary or common safekeeper. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive definitive Notes. The relevant clearing system(s) will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through the relevant clearing system(s).

While the Notes are represented by one or more Global Notes, the Issuer will discharge its payment obligations under the Notes by making payments to the common depositary or common safekeeper for the relevant clearing system(s) for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of the relevant clearing system(s) to receive payments under the relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system(s) to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes will not have a direct right under the Global Notes to take enforcement action against the Issuer in the event of a default under the relevant Notes but will have to rely upon their rights under the Deed of Covenant.

Risks Relating to the Interest Features of the Notes

Regulation of benchmarks may lead to future reforms or discontinuation.

The Euro Interbank Offered Rate ("**EURIBOR**") and other interest rates or other types of rates and indices which are deemed to be "benchmarks" have been subject to significant regulatory scrutiny and legislative intervention in recent years. This relates not only to creation and administration of benchmarks, but, also, to the use of a benchmark rate.

In the European Union, for example, Regulation (EU) No. 2016/1011, as amended (the "**EU Benchmarks Regulation**") applies to the provision of, contribution of input data to, and the use of, a benchmark within the EU, subject to certain transitional provisions. Similarly, Regulation (EU) No. 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended (the "**UK Benchmarks Regulation**") applies to the provision of, contribution of input data to, and the use of, a benchmark within the United Kingdom, subject to certain transitional provisions.

Legislation such as the EU Benchmarks Regulation or the UK Benchmarks Regulation, if applicable, could have a material impact on any Notes linked to EURIBOR or another benchmark rate or index for example, if the methodology or other terms of the benchmark are changed in the future in order to comply with the terms of the EU Benchmarks Regulation or UK Benchmarks Regulation or other similar legislation, or if a critical benchmark is discontinued or is determined to be by a regulator to be "no longer representative". Such factors could, among other things, have the effect of reducing or increasing the rate or level or may affect the volatility of the published rate or level of the benchmark. They may also have the effect of discouraging market participants from continuing to administer or contribute to certain benchmarks, trigger changes in the rules or methodologies used in certain benchmarks, or lead to the discontinuance or unavailability of quotes of certain benchmarks.

Although EURIBOR has been reformed in order to comply with the terms of the EU Benchmarks Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with the Euro Short Term Rate ("**€STR**") or an alternative benchmark.

The elimination of EURIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Conditions (as further described in Condition 5(9) (*Benchmark Replacement-Independent Adviser*) of the Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes and Condition 5(8) (*Benchmark Replacement-Independent Adviser*) of the Terms and Conditions of the Additional Tier 1 Conversion Notes) or result in adverse consequences to holders of any Notes linked to such benchmark (including Floating Rate Notes or Reset Notes whose interest rates are linked to EURIBOR or any other such benchmark that is subject to

reform, including related swap rates). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities (including the Notes) based on the same benchmark.

The administrator of SONIA, SOFR or TONA may make changes that could change the value of SONIA, SOFR or TONA or discontinue SONIA, SOFR or TONA.

Newer reference rates or any related indices and rates that fall outside the scope of the EU Benchmarks Regulation and UK Benchmarks Regulation may also be subject to changes or discontinuation. For example, the, the Bank of England, The New York Federal Reserve or the Bank of Japan (or a successor), as administrator of the Sterling Overnight Index Average ("**SONIA**") (and the SONIA Compounded Index), the Secured Overnight Financing Rate ("**SOFR**") (and the SOFR Compounded Index) and the Tokyo Overnight Average Rate ("**TONA**"), respectively, may make methodological or other changes that could change the value of SONIA, SOFR or TONA or their related indices, including changes related to the method by which SONIA, SOFR or TONA or a related index is calculated, eligibility criteria applicable to the transactions used to calculate SONIA, SOFR or TONA, or timing related to the publication of SONIA, SOFR or TONA or a related index. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of SONIA, SOFR or TONA or a related index (in which case a fallback method of determining the interest rate on the Notes will apply). The administrator has no obligation to consider the interests of holders of Notes when calculating, adjusting, converting, revising or discontinuing SONIA, SOFR or TONA or a related index.

Interest rate "fallback" may lead to Notes performing differently or the effective application of a "fixed rate".

If a relevant benchmark, such as EURIBOR, (including any page on which such benchmark may be published (or any successor service)) becomes unavailable, unlawful or unrepresentative or a Benchmark Event (as defined in the Conditions) occurs, the Terms and Conditions of the Notes provide for certain fallback arrangements. Such fallback arrangements include the possibility that the rate of interest could be set by reference to a successor rate or an alternative reference rate and that such successor rate or alternative reference rate may be adjusted (if required) in accordance with the recommendation of a relevant governmental body or in a way which the Issuer determines to be appropriate, to take account of the basis difference between the original benchmark and the replacement rate. Any such changes may result in the Notes performing differently (which may include payment of a lower interest rate) than if the original benchmark continued to apply. Moreover, due to the uncertainty concerning the availability of successor rates and alternative reference rates and the involvement of an Independent Adviser (as defined in the Conditions) or the requirement for the Issuer to exercise discretions in certain circumstances, the relevant fallback provisions may not operate as intended at the relevant time.

Additionally, in certain circumstances, the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used which may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page.

Any such consequences could have a material adverse effect on the value of and return on any such Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and the UK Benchmarks Regulation and reforms and/or risks arising from the possible cessation or reform of certain reference rates in making any investment decision with respect to any Notes linked to or referencing a benchmark.

Methodologies for the calculation of risk-free rates (including overnight rates or forward-looking rates) as reference rates for Floating Rate Notes may vary and may evolve.

"Risk-free" rates, such as SONIA, SOFR, €STR and TONA, as reference rates for bonds, have become more commonly used as benchmark rates for bonds in recent years. Most of the rates are backwards-looking, but the methodologies to calculate the risk-free rates are not uniform. Such different methodologies may result in slightly different interest amounts being determined in respect of otherwise similar securities.

The Issuer may in the future also issue Notes referencing SONIA, the SONIA Compounded Index, SOFR, the SOFR Compounded Index, €STR or TONA that differ materially in terms of interest determination when compared with any previous Notes issued by it under this Programme.

Such variations could result in reduced liquidity or increased volatility or might otherwise affect the market price of any Notes that reference a risk-free rate issued under this Programme from time to time. In addition, investors should consider how any mismatch between applicable conventions for the use of reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk-free rates. Investors should consider these matters when making their investment decision with respect to any Notes which reference SONIA, SOFR, €STR, TONA or any related indices.

It is not possible to calculate interest rates in advance for Notes which reference SONIA, SOFR or TONA or any related indices.

Interest on Notes which reference a backwards-looking risk-free rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may therefore be difficult for investors in Notes which reference such risk-free rates reliably to estimate the amount of interest which will be payable on such Notes.

Further, in contrast to Notes linked to interbank offered rates, if Notes referencing backwards-looking rates become due and payable as a result of an Enforcement Event under Condition 8 (*Enforcement Events*) of the Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes or Condition 8 (*Enforcement Events*) of the Terms and Conditions of the Additional Tier 1 Conversion Notes, or are otherwise redeemed early, on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Notes shall be determined by reference to a shortened period ending immediately prior to the date on which the Notes become due and payable or are scheduled for redemption.

Fixed Rate Notes are subject to Interest Rate Risks.

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

Risks relating to inverse floating rate Notes.

Inverse floating rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as the EURIBOR. The market values of such Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse floating rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Risks relating to fixed/floating rate Notes.

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

Risks relating to Reset Notes.

Reset Notes will initially bear interest at the Initial Rate of Interest until (but excluding) the First Reset Date. On the First Reset Date, the Second Reset Date (if applicable) and each Subsequent Reset Date (if any) thereafter, the interest rate will be reset to the sum of the applicable Mid-Swap Rate and the First Reset Margin or Subsequent Reset Margin (as applicable) as determined by the Calculation Agent on the relevant Reset Determination Date (each such interest rate, a "**Subsequent Reset Rate**"). The Subsequent Reset Rate for any Reset Period could be less than the Initial Rate of Interest or the Subsequent Reset Rate for prior Reset Periods and could affect the market value of an investment in the Reset Notes.

Risks relating to Index Linked Notes and Dual Currency Notes.

If, in the case of any particular Series of Notes, the relevant Pricing Supplement specifies that the interest or redemption amount of the Notes are linked to an index, formula or other variable (each, a "**Relevant Factor**") or may be paid in one or more currencies which may be different from the currency in which the Notes are denominated, potential investors should be aware that:

(i) the market price of such Notes may be volatile;

(ii) they may receive no interest;

(iii) payment of principal or interest may occur at a different time or in a different currency than expected;

(iv) the amount of principal payable at redemption may be less than the nominal amount of such Notes or even zero;

(v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;

(vi) if a Relevant Factor is applied to the Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable is likely to be magnified; and

(vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

Further, holders of Index Linked Notes and prospective purchasers of such Notes should ensure that they understand the nature of such Notes and the extent of their exposure to risk and that they consider the suitability of such Notes as an investment in light of their own circumstances and financial condition. A small movement in the Relevant Factor may result in a significant change in the value of such Notes. Holders of such Notes, and prospective purchasers of such Notes, should form their own views of the merits of an investment on which the return is to be determined by reference to a Relevant Factor based upon such investigations and not in reliance on any information given in the relevant Pricing Supplement. Given the highly specialised nature of Index Linked Notes, Nordea considers that they are only suitable for highly sophisticated investors who are able to determine for themselves the risk of an investment on which the return is determined in this way. Consequently, an investor who does not fall within the description above should not consider purchasing such Notes without taking detailed advice from a specialised professional adviser.

Risks relating to Partly Paid Notes.

Nordea may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment.

Risks relating to variable rate Notes with a multiplier or other leverage factor.

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Investors may lose their entire investment in the Notes or part of it.

If, in the case of any particular Series of Notes, the relevant Pricing Supplement specifies that the Notes are index or credit linked, there is a risk that any investor may lose the value of their entire investment or part of it.

Additional Risks Relating to the Subordinated Notes and Senior Non-Preferred Notes

Some Notes are subordinated to most of the Issuer's liabilities.

If in the case of any particular Series of Notes the relevant Pricing Supplement specifies that the Notes are subordinated obligations or Senior Non-Preferred Notes of the Issuer and the Issuer is declared insolvent and a winding up is initiated, it will be required to pay the holders of senior debt and meet its obligations to all its other creditors (including unsecured creditors but excluding any obligations in respect of more subordinated debt) in full before it can make any payments on the relevant Subordinated Notes or Senior Non-Preferred Notes. If this occurs, the Issuer may not have enough assets remaining after these payments to pay amounts due under the relevant Subordinated Notes or Senior Non-Preferred Notes.

Among Subordinated Notes, any Dated Subordinated Notes rank prior to Additional Tier 1 Notes. The ranking of different classes of Notes is more fully described in Condition 4 of the Terms and Conditions of the Notes.

According to the main rule contained in Section 2 of the Finnish Act on Order of Priority of Claims (Fi: *laki velkojien maksunsaantijärjestyksestä* (1578/1992), as amended) (the "**Finnish Priority Act**"), unless the distributable funds in an insolvency are sufficient to cover all claims, the creditors have an equal right to payment out of such funds in proportion to the amount of their claims. However, Section 6 of the Finnish Priority Act provides certain exceptions from this main rule for subordination by contract of the claims of a class of creditors to all other unsecured creditors. Pursuant to Section 6, Subsection 1, item 4 of the Finnish Priority Act, a claim subordinated by contract to the claims of all other creditors in liquidation and bankruptcy of the debtor and, pursuant to Section 6, Subsection 1, item 3 of the Finnish Priority Act, a claim based on a bond subordinated by its terms to the claims of all other creditors in liquidation and bankruptcy of the debtor will, in each case, rank in priority to the payment to holders of equity interests in the debtor but junior in right of payment to the claims in respect of all unsubordinated indebtedness and other classes of subordinated indebtedness of the debtor. Pursuant to Section 6, Subsection 2 of the Finnish Priority Act, claims falling within the same category shall have equal priority unless otherwise agreed in respect of claims set forth in Section 6, Subsection 1, item 4 of the Finnish Priority Act.

Directive (EU) 2017/2399 of the European Parliament of the Council of 12 December 2017 (the "**Creditor Hierarchy Directive**") also introduced a new asset class of "non-preferred" senior debt. On 15 November 2018, the Finnish implementation of the Creditor Hierarchy Directive introduced a new class of senior non-preferred debt through the

introduction of updates to the Finnish Act on Credit Institutions, including the addition of a new Section 4a to Chapter 1 of the Finnish Act on Credit Institutions. As a result of these updates, among other situations, (i) in the bankruptcy of a credit institution, and notwithstanding the provisions of the Finnish Priority Act, claims resulting from debt instruments which are not or do not contain embedded derivatives and the original maturity of which is of at least one year (a) rank below ordinary unsecured claims as referred to in Section 2 of the Finnish Priority Act and (b) rank above subordinated claims referred to in Section 6, Subsection 1 of the Finnish Priority Act if the relevant terms and conditions refer to such ranking, and (ii) the mutual priority rights of claims referred to in Section 6, Subsection 1, items 3 and 4 of the Finnish Priority Act may by operation of Chapter 1, Section 4a, Subsection 1, item 5 of the Finnish Act on Credit Institutions be agreed upon. The Senior Non-Preferred Notes would fall within the category of debt set out in Chapter 1, Section 4a, Subsection 1, item 4 of the Finnish Act on Credit Institutions and, therefore, would rank accordingly in the bankruptcy of the Issuer and be treated with priority to claims under any Additional Tier 1 Capital and Tier 2 Capital of the Issuer.

The amendments to the Finnish Act on Credit Institutions to implement the amendments to the CRD entered into force on 1 April 2021. Chapter 1, Section 4a, Subsection 1, item 6 of the Finnish Act on Credit Institutions explicitly states that claims resulting from items qualifying (whether in whole or in part) as own funds have a lower priority ranking than any claim that results from an item which does not qualify as own funds. As a result, certain securities which are intended to rank as Dated Subordinated Notes or Additional Tier 1 Notes on their issue date (the "**Affected Series**") may subsequently rank more senior than they did upon issue if they become no longer eligible to contribute to the own funds of the Issuer, and so the Holders of other series of Dated Subordinated Notes or Additional Tier 1 Notes, as the case may be, which continue to comprise own funds of the Issuer, will no longer rank *pari passu* with the Affected Series and therefore this may reduce the amount recoverable by such Holders in the event of voluntary or involuntary liquidation or bankruptcy of the Issuer.

See also "*—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—Regulatory actions may affect the Nordea Group's funding needs and capital position*" above.

The Issuer is not prohibited from issuing further debt, which may rank pari passu with or senior to the Subordinated Notes or Senior Non-Preferred Notes.

There is no restriction on the amount of debt that the Issuer may issue that ranks senior to the Subordinated Notes or Senior Non-Preferred Notes or on the amount of securities that it may issue that rank *pari passu* with the Subordinated Notes or Senior Non-Preferred Notes. The issue of any such debt or securities may reduce the amount recoverable by Holders in the event of voluntary or involuntary liquidation or bankruptcy of the Issuer.

In addition, the Issuer reserves the right to issue other securities counting as Additional Tier 1 Capital of the Relevant Entity in the future, provided, however, that any such obligations may not in the event of voluntary or involuntary liquidation or bankruptcy of the Issuer rank prior to Additional Tier 1 Notes.

Additional Risks Relating to the Additional Tier 1 Notes

Additional Tier 1 Notes are of perpetual nature.

Additional Tier 1 Notes have no fixed final redemption date and holders have no rights to call for the redemption of such Notes. Although the Issuer may redeem such Notes in certain circumstances, there are limitations on its ability to do so. Therefore, holders of Additional Tier 1 Notes should be aware that they may be required to bear the financial risks of an investment in such Notes for an indefinite period of time.

Additional Tier 1 Notes are deeply subordinated obligations.

Additional Tier 1 Notes are unsecured, deeply subordinated obligations of the Issuer and are currently the most junior debt instruments of the Issuer, ranking behind claims of depositors of the Issuer, other unsubordinated creditors of the Issuer and subordinated creditors of the Issuer in respect of Subordinated Indebtedness other than Parity Securities, *pari passu* with other securities of the Issuer which are recognised as "Additional Tier 1 Capital" of the Issuer, from time to time by the Competent Authority and currently in priority only to all classes of ordinary share capital of the Issuer. In the event of the voluntary or involuntary liquidation or bankruptcy of the Issuer, the rights and claims (if any) of the holders of any Additional Tier 1 Notes to payments will be subordinated in full to the payment in full of the unsubordinated creditors of the Issuer and any other subordinated creditors of the Issuer that are senior in priority of payment to the claims of the holders of Additional Tier 1 Notes.

Interest payments on Additional Tier 1 Notes may be cancelled by the Issuer (in whole or in part) at any time and, in certain circumstances, the Issuer will be required to cancel such interest payments.

Interest on any Additional Tier 1 Notes will be due and payable only at the sole discretion of the Issuer, and the Issuer shall have sole and absolute discretion at all times and for any reason to cancel (in whole or in part) any interest payment that would otherwise be payable on any Interest Payment Date on Additional Tier 1 Notes. Interest will only be due and payable

on an Interest Payment Date to the extent it is not cancelled in accordance with the relevant Terms and Conditions of the Notes. If the Issuer does not make an interest payment on the relevant Interest Payment Date (or if the Issuer elects to make a payment of a portion, but not all, of such interest payment), such non-payment shall evidence the Issuer's exercise of its discretion to cancel such interest payment (or the portion of such interest payment not paid), and accordingly such interest payment (or the portion thereof not paid) shall not be due and payable.

The Issuer may cancel (in whole or in part) any interest payment on any Additional Tier 1 Notes at its discretion and may pay dividends on its ordinary or preference shares notwithstanding such cancellation. In addition, the Issuer may without restriction use funds that could have been applied to make such cancelled payments to meet its other obligations as they become due.

Subject to the extent permitted in the following paragraph in respect of partial interest payments, the Issuer shall not make an interest payment on any Additional Tier 1 Notes on any Interest Payment Date (and such interest payment shall therefore be deemed to have been cancelled and thus shall not be due and payable on such Interest Payment Date) if the Issuer has an amount of Distributable Items on such Interest Payment Date that is less than the sum of all distributions or interest payments on all other own funds instruments of the Issuer paid or required to be paid in the then financial year.

Although the Issuer may, in its sole discretion, elect to make a partial interest payment on the Additional Tier 1 Notes on any Interest Payment Date, it may only do so to the extent that such partial interest payment may be made without breaching the restriction in the preceding paragraph.

If and to the extent that such payment would cause a breach of any regulatory restriction or prohibition on payments on Additional Tier 1 Notes pursuant to Applicable Banking Regulations (including, without limitation, any such restrictions or prohibitions relating to circumstances where the MDA (if any), determined in accordance with Article 141 (*Restrictions on distributions*) of the CRD (or, as the case may be, any provision of the law of the Relevant Jurisdiction transposing or implementing such Article, Article 16a of BRRD or any analogous restrictions under Applicable Banking Regulations) applies to the Issuer and/or the Nordea Group), no payments will be made on the Additional Tier 1 Notes (whether by way of principal, interest, Reinstatement Amount or otherwise). The MDA is a complex concept, and its determination is subject to considerable uncertainty and may change over time. See also "*—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—The Capital Requirements Directive imposes capital requirements that are in addition to the minimum capital ratio*" above and "*—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—Regulatory actions may affect the Nordea Group's funding needs and capital position*" above.

Additionally, pursuant to the amendments to the CRR (the "**CRR II**"), the Capital Requirements Directive ("**Capital Requirements Directive V**"), the BRRD and the SRM (together, as entered into force on 27 June 2019, the "**banking package**"), Article 141a was introduced to better clarify, for the purposes of restrictions on distributions, the relationship between the additional own funds requirements, the minimum own funds requirements and the combined buffer requirement (the so-called "**stacking order**"), with Article 141 (*Restrictions on distributions*) amended to reflect the stacking order in the calculation of the MDA. Under this new provision, an institution such as the Issuer will be considered as failing to meet the combined buffer requirement for the purposes of Article 141 (*Restrictions on distributions*) of the Capital Requirements Directive where it does not have own funds and eligible liabilities in an amount and of the quality needed to meet at the same time the requirement defined in Article 128(6) of the Capital Requirements Directive (*i.e.*, the combined buffer requirement) as well as each of the minimum own funds requirements and the additional own funds requirements. In addition, the new Article 16a of the BRRD was introduced to better clarify the stacking order between the combined buffer requirement and the MREL requirement. Pursuant to this new provision, a resolution authority will have the power to prohibit an entity from distributing more than the MDA for own funds and eligible liabilities (calculated in accordance with the proposed Article 16a(4) of the BRRD (the "**M-MDA**")) where the combined buffer requirement and the MREL requirement are not met. Article 16a of the BRRD includes a nine-month grace period whereby the resolution authority assesses on a monthly basis whether to exercise its powers under the provision before such resolution authority is compelled to exercise its power under the provisions (subject to certain limited exceptions).

Furthermore, Article 141b of the Capital Requirements Directive applicable to global systemically important banks ("**G-SIBs**") was introduced to introduce a restriction on distributions in the case of a failure to meet the leverage ratio buffer, with provision for a new leverage ratio "maximum distributable amount" ("**L-MDA**") to be calculated. The Issuer ceased to be a G-SIB as from 1 January 2020. The M-MDA and, if in the future applicable to the Nordea Group, the L-MDA will both limit the same distributions as the MDA and so may limit the aggregate amount of interest payments and redemption amounts that may be payable on the Additional Tier 1 Notes. Furthermore, holders will bear the risk of changes to the Issuer's or the Nordea Group's capital, leverage and/or MREL resources in general and, in particular, to the CET1 Ratio, see "*—Holders will bear the risk of changes in the CET1 Ratio*" below. Any changes to the rules to include more onerous requirements, and/or any decrease in the Issuer's or the Nordea Group's capital, leverage and/or MREL resources, and/or increase in such requirements applicable to the Issuer or the Nordea Group, may increase the risk of the Issuer breaching its combined buffer requirements and being bound by Article 141 (*Restrictions on distributions*) of the Capital

Requirements Directive which may, in turn, increase the risk of the Issuer exercising its discretion to cancel interest payments in respect of the Additional Tier 1 Notes.

Cancelled interest shall not be due and shall not accumulate or be payable at any time thereafter, and Holders shall have no rights thereto or to receive any additional interest or compensation as a result of such cancellation. Furthermore, no cancellation of interest in accordance with the relevant Terms and Conditions of the Notes, shall constitute a default in payment or otherwise under the relevant Additional Tier 1 Notes.

Any actual or anticipated cancellation of interest on the Additional Tier 1 Notes will likely have an adverse effect on the market price of the Additional Tier 1 Notes. In addition, as a result of the interest cancellation provisions of the Additional Tier 1 Notes, the market price of the Notes may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to such cancellation and may be more sensitive generally to adverse changes in the Issuer's financial condition.

Moreover, any indication that the CET1 Ratio of either the Issuer or the Nordea Group (as the case may be) is trending towards the minimum applicable combined buffer or, more generally, a decline or perceived decline in the Issuer's or the Nordea Group's capital, leverage and/or MREL resources towards a level at which a breach of the combined buffer requirement may occur may have an adverse effect on the market price of the Notes, and in particular the Additional Tier 1 Notes.

Holders will bear the risk of changes in the CET1 Ratio.

The market price of the Additional Tier 1 Notes is expected to be affected by changes in the CET1 Ratio. Changes in the CET1 Ratio may be caused by changes in the amount of CET1 Capital and/or Risk Exposure Amount, as well as changes to their respective definition and interpretation under the Applicable Banking Regulations.

Nordea only publicly reports the CET1 Ratio quarterly as of the period end, and therefore during the quarterly period there is no published updating of the CET1 Ratio and there may be no prior warning of adverse changes in the CET1 Ratio. However, any indication that the CET1 Ratio is moving towards the level of a Trigger Event or a breach of the Maximum Distributable Amount may have an adverse effect on the market price of the Additional Tier 1 Notes. A decline or perceived decline in the CET1 Ratio may significantly affect the trading price of the Notes, in particular Additional Tier 1 Notes.

In addition, the Competent Authority, as part of its supervisory activity, may instruct the Issuer to calculate such ratio as at any time, including if the Issuer and/or the Nordea Group is subject to recovery and resolution actions by the relevant resolution authority, or the Issuer might otherwise determine to calculate such ratio in its own discretion at any time. Moreover, the relevant resolution authority is likely to allow a Trigger Event to occur rather than to resort to the use of public funds.

The circumstances surrounding a Trigger Event are unpredictable, and there are a number of factors that could affect the Issuer's or the Nordea Group's CET1 Ratio and, more generally, their overall capital position.

The occurrence of a Trigger Event is inherently unpredictable and depends on a number of factors, including those discussed in greater detail in the following paragraphs, any of which may be outside the Issuer's control.

The calculation of the Issuer's or the Nordea Group's CET1 Ratio, and, more generally, their overall capital position, could be affected by one or more factors, including, among other things, changes in the mix of the Nordea Group's business, major events affecting the Nordea Group's earnings, dividend payments by the Issuer, regulatory changes (including changes to definitions and calculations of regulatory capital ratios and their components, including CET1 Capital and Risk Exposure Amount) and the Nordea Group's ability to manage its Risk Exposure Amount in both its ongoing businesses and those which it may seek to exit. In addition, the Nordea Group has capital resources and risk exposure amounts denominated in foreign currencies, and changes in foreign exchange rates will result in changes in the balance sheet value of foreign currency denominated capital resources and risk exposure amounts. As a result, the Issuer's or the Nordea Group's respective CET1 Ratios (and their overall capital position) are exposed to foreign currency movements.

The calculation of the CET1 Ratio (and the overall capital position) may also be affected by changes in applicable accounting rules, or by changes to regulatory adjustments which modify the regulatory capital impact of accounting rules. Moreover, even if changes in applicable accounting rules, or changes to regulatory adjustments which modify accounting rules, are not yet in force as of the relevant calculation date, the Competent Authority could require the Issuer to reflect such changes in any particular calculation of the CET1 Ratio. Accordingly, accounting changes or regulatory changes may have a material adverse impact on the Nordea Group's calculations of regulatory capital, including CET1 Capital and Risk Exposure Amount, and the CET1 Ratio.

The calculation of the CET1 Ratio and its constituent elements (and the overall capital position) and the levels at which the Trigger Level is set may continue to vary from time to time. Because of the inherent uncertainty regarding whether a Trigger Event will occur, it will be difficult to predict when, if at all, a Write Down or Automatic Conversion, as applicable,

may occur. In addition, holders of Additional Tier 1 Notes will not benefit from the NCWOL safeguard in circumstances where a Trigger Event occurs and the bail-in tool or statutory write-down and conversion power is not used. Conversely, the bail-in tool or the statutory write-down and conversion power could be applied in circumstances where a Trigger Event has not also occurred. Accordingly, the trading behaviour of the Additional Tier 1 Notes is not necessarily expected to follow the trading behaviour of other types of security. Any indication that a Trigger Event may occur can be expected to have a material adverse effect on the market price of the Additional Tier 1 Notes.

In addition, any of the factors that affect the Nordea Group's overall capital position, including those mentioned above, may in turn affect the Nordea Group's capital, leverage and/or MREL resources and the MDA, see "*—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—The Capital Requirements Directive imposes capital requirements that are in addition to the minimum capital ratio*".

The CET1 Ratio will be affected by the Issuer's business decisions and, in making such decisions, the Issuer's interests may not be aligned with those of the Holders.

As discussed, the CET1 Ratio could be affected by a number of factors. It will also depend on the Nordea Group's decisions relating to its businesses and operations, as well as the management of its capital position. The Issuer will have no obligation to consider the interests of the Holders in connection with the strategic decisions of the Nordea Group, including in respect of capital management. Holders will not have any claim against the Issuer or any other member of the Nordea Group relating to decisions that affect the business and operations of the Nordea Group, including its capital position, regardless of whether they result in the occurrence of a Trigger Event. Such decisions could cause Holders to lose all or part of the value of their investment in the Additional Tier 1 Notes.

Additional Risks Relating to the Additional Tier 1 Write-Down Notes: Write Down

The following risk factor should be considered in relation to any Additional Tier 1 Write-Down Notes.

The principal amount of the Additional Tier 1 Write-Down Notes may be reduced to absorb losses.

If a Trigger Event has occurred, then the Issuer shall write down the Outstanding Principal Amount of each Additional Tier 1 Write-Down Note (in whole or in part, as applicable) by writing down such Outstanding Principal Amount (in whole or in part, as applicable) on the Write Down Effective Date in accordance with the Write Down Procedure. Under no circumstances shall such written down Outstanding Principal Amount be reinstated, except where the relevant Pricing Supplement specifies "Reinstatement" as applicable to the Additional Tier 1 Write-Down Notes and then only to the extent of any Reinstatement. Holders may lose all or some of their investment as a result of a Write Down.

The Issuer's current and future outstanding junior securities might not include write-down or similar features with triggers comparable to those of the Additional Tier 1 Write-Down Notes and/or the write-down or conversion features of other loss absorbing instruments may not be fully effective in all circumstances. As a result, it is possible that the Additional Tier 1 Write-Down Notes will be subject to a Write Down, while junior securities (including equity securities) remain outstanding and continue to receive payments and, as such, holders of Additional Tier 1 Write-Down Notes may be subject to losses ahead of holders of junior securities (including equity securities). It is also possible that holders of Additional Tier 1 Write-Down Notes may be subject to greater losses if the write-down or conversion features of other loss absorbing instruments are not fully effective.

A Trigger Event may occur on more than one occasion and the Outstanding Principal Amount of each Additional Tier 1 Write-Down Note may be written down on more than one occasion provided that the Outstanding Principal Amount of an Additional Tier 1 Write-Down Note may never be reduced to below zero, or where "Reinstatement" is specified in the relevant Pricing Supplement as being applicable, the Outstanding Principal Amount of a Note may never be reduced to below the smallest unit of the Specified Currency applicable to such Additional Tier 1 Write-Down Note.

In addition, in the event of voluntary or involuntary liquidation or bankruptcy of the Issuer prior to the Additional Tier 1 Write-Down Notes being written up in full pursuant to a Reinstatement, if applicable to the Additional Tier 1 Write-Down Notes, Holders' claims for principal will be based on the reduced Outstanding Principal Amount of the Additional Tier 1 Write-Down Notes. Further, during any period when the prevailing Outstanding Principal Amount of an Additional Tier 1 Write-Down Note is less than the Original Principal Amount, interest will accrue on the then Outstanding Principal Amount of the Additional Tier 1 Write-Down Notes and the Additional Tier 1 Write-Down Notes will be redeemable upon a Withholding Tax Event, a Tax Event or a Capital Event at the Outstanding Principal Amount, which will be lower than the Original Principal Amount.

If the relevant Pricing Supplement specifies "Reinstatement" as applicable to the Additional Tier 1 Write-Down Notes, Reinstatement shall apply at the full discretion of the Issuer, provided that certain conditions, including satisfying applicable corporate legal requirements, are met. The Issuer's ability to write up the Outstanding Principal Amount of the Additional Tier 1 Write-Down Notes will depend on there being sufficient Net Income and a sufficient Maximum Distributable Amount (if applicable) (after taking into account other payments and distributions of the type contemplated

in Article 141(2) of the Capital Requirements Directive), provided also that the Issuer is able to conclude that it is commercially justifiable to reinstate any amounts written down. There can be no assurances that these conditions will be met. In addition, the Issuer will not in any circumstances be obliged to write up the Outstanding Principal Amount of the Additional Tier 1 Write-Down Notes. Furthermore, the ability to write up and reinstate the Outstanding Principal Amount of the Additional Tier 1 Write-Down Notes may also be restricted to the extent that any statutory "write-down and conversion power" or "bail-in power" has been exercised in respect of the Additional Tier 1 Write-Down Notes or other similar liabilities.

Additional Risks Relating to the Additional Tier 1 Conversion Notes: Automatic Conversion

The following risk factors should be considered in relation to any Additional Tier 1 Conversion Notes.

Upon the occurrence of a Trigger Event, the Noteholders will lose all of their claims for payment under the Additional Tier 1 Conversion Notes and instead receive Conversion Shares, which are more deeply subordinated than the Additional Tier 1 Conversion Notes, and/or the cash proceeds of the Settlement Shares Offer. The number and/or value of the Conversion Shares and/or the value of any cash proceeds received by Noteholders following an Automatic Conversion may be less than Noteholders may have expected. In addition, Noteholders may not receive Conversion Shares if they fail to submit a Delivery Notice in the manner or within the prescribed period set out in the Terms and Conditions of the Additional Tier 1 Conversion Notes.

The Additional Tier 1 Conversion Notes are being issued for capital adequacy regulatory purposes with the intention and purpose of being eligible as Additional Tier 1 Capital of the Issuer and the Nordea Group. Such eligibility depends upon a number of conditions being satisfied, which are reflected in the Terms and Conditions of the Additional Tier 1 Conversion Notes. One of these relates to the ability of the Additional Tier 1 Conversion Notes and the proceeds of their issue to be available to absorb any losses of the Issuer. Accordingly, if a Trigger Event has occurred at any time, (i) the Additional Tier 1 Conversion Notes will be converted into Conversion Shares, (ii) the principal amount of the Additional Tier 1 Conversion Notes will be written down to zero and, accordingly, the principal amount of the Additional Tier 1 Conversion Notes shall equal zero at all times thereafter, (iii) the Noteholders will no longer have any rights against the Issuer with respect to the repayment of the principal amount of the Additional Tier 1 Conversion Notes or the payment of interest or any other amount on or in respect of such Additional Tier 1 Conversion Notes, which liabilities of the Issuer shall be irrevocably and automatically released and (iv) the Issuer's only obligations and liabilities under the Additional Tier 1 Conversion Notes shall be an obligation to deliver Conversion Shares to the Settlement Shares Depositary on behalf of the Noteholders.

Once an Additional Tier 1 Conversion Note has been converted into Conversion Shares, the principal amount of such Additional Tier 1 Conversion Note will not be restored in any circumstances (including where the relevant Trigger Event ceases to continue), no further interest will accrue or be payable on such Additional Tier 1 Conversion Note at any time thereafter and the Noteholders shall have no recourse to the Issuer for any further payment in respect of the Additional Tier 1 Conversion Notes (but without prejudice to the right of the Noteholders to receive the relevant number of Conversion Shares from the Settlement Shares Depositary).

If a Trigger Event (and consequent Automatic Conversion) occurs, Noteholders will only have the claims under their Conversion Shares, and such claims in a winding-up or bankruptcy of the Issuer are the most junior-ranking of all claims. Claims in respect of Conversion Shares are not for a fixed principal amount but rather are limited to a share of the surplus assets (if any) remaining following payment of all amounts due in respect of the liabilities of the Issuer.

Further, the Terms and Conditions of the Additional Tier 1 Conversion Notes provide that a Noteholder or, in certain circumstances, the Settlement Shares Offer Agent, Selling Agent or the Settlement Shares Depositary by way of deduction from the proceeds of sale, and not the Issuer, shall be responsible for paying any amount payable in respect of any stamp duty, stamp duty reserve tax, or any other capital, issue, transfer, registration, financial transaction or documentary tax arising to such Noteholder on an Automatic Conversion as a consequence of any disposal or deemed disposal of their Additional Tier 1 Conversion Notes (or any interest therein) and/or the issue or delivery to them of any Conversion Shares (or any interest therein) and/or the sale of any Conversion Shares pursuant to the Settlement Shares Offer or by a Selling Agent. Further, the Terms and Conditions of the Additional Tier 1 Conversion Notes provide that Noteholders shall be responsible for any fees or costs incurred by or on behalf of the Issuer, the Settlement Shares Depositary and any Settlement Shares Offer Agent and/or Selling Agent in connection with the sale of the Conversion Shares pursuant to the Settlement Shares Offer or otherwise by way of deduction from the proceeds of sale. In addition, following an Automatic Conversion, the holders of Conversion Shares may be subject to Finnish withholding tax on any dividend payments and certain other distributions in relation to the Conversion Shares.

Prior to any delivery of Conversion Shares or cash proceeds to a Noteholder there will, subject to applicable law, first be a Settlement Shares Offer. The Settlement Shares Offer may result in a Noteholder receiving, wholly or partly in place of such Conversion Shares, payment of cash proceeds. If the Settlement Shares Offer does not proceed, or if Conversion Shares are not sold pursuant to the Settlement Shares Offer, a Noteholder may be required to submit a Delivery Notice to

obtain delivery of the relevant unsold Conversion Shares. If a Noteholder fails to submit a Delivery Notice and the relevant Additional Tier 1 Conversion Note(s) to the Settlement Shares Depositary in the manner and within the prescribed timeframe specified in the Terms and Conditions of the Additional Tier 1 Conversion Notes, then the Settlement Shares Depositary shall use its reasonable endeavours to appoint a selling agent to sell the relevant Conversion Shares (which would otherwise have been due to such Affected Noteholder) in the open market and it shall hold the cash proceeds on trust (or other similar arrangement) on behalf of the Affected Noteholder, in accordance with the Terms and Conditions of the Additional Tier 1 Conversion Notes. There is, therefore, a risk that Affected Noteholders will not receive Conversion Shares upon the occurrence of a Trigger Event. The net proceeds of any such sale of Conversion Shares by the Settlement Shares Depositary shall then, subject to the deduction of certain amounts (including in respect of costs or expenses as described in Condition 7(f)(iv) (*Settlement Procedures*) of the Terms and Conditions of the Additional Tier 1 Conversion Notes or taxes, fees or costs as described in Condition 7(f)(v) (*Settlement Procedures*) of the Terms and Conditions of the Additional Tier 1 Conversion Notes), be distributed rateably by the Settlement Shares Depositary to the relevant Noteholders. There can be no assurances that any cash proceeds will not be substantially lower than the value of the Conversion Shares if the relevant Noteholder had submitted a Delivery Notice in a timely manner. A Noteholder may, therefore, not receive Conversion Shares upon the occurrence of a Trigger Event.

Because a Trigger Event will occur when the CET1 Ratio of the Issuer or the Nordea Group, as applicable, will have deteriorated significantly, any Trigger Event will likely be accompanied by a prior deterioration in the market price of the Ordinary Shares, which may be expected to continue after announcement of the relevant Trigger Event. Therefore, in the event of the occurrence of a Trigger Event, the Current Market Price of an Ordinary Share may be below the Floor Price, and investors could receive Conversion Shares at a time when the market price of the Conversion Shares is considerably less than the Conversion Price. In such circumstances, Noteholders may receive a smaller number of Conversion Shares than expected by the Noteholders. In addition, there may be a delay in a Noteholder receiving its Conversion Shares following an Automatic Conversion, during which time the market price of the Ordinary Shares may fall further. As a result, the value of the Conversion Shares received following an Automatic Conversion could be substantially lower than the price paid for the Additional Tier 1 Conversion Notes at the time of their purchase.

Also, because the Additional Tier 1 Conversion Notes may be denominated in a currency other than euro and any Conversion Shares are expected to be denominated and traded in euro on Nasdaq Helsinki, fluctuations in the exchange rates between these currencies may adversely affect the number of Conversion Shares delivered to a Noteholder as a result of an Automatic Conversion.

Noteholders may lose a right to dividends, distributions or other rights emanating from the Conversion Shares in the event of liquidation or bankruptcy proceedings of the Issuer prior to the registration of such Conversion Shares with the Central Securities Depository or the Finnish Trade Register.

In the event that liquidation or bankruptcy proceedings have been initiated against the Issuer after the Conversion Date but before the Conversion Shares have been registered with the Central Securities Depository or the Finnish Trade Register, the Conversion Shares may not be registered at all. The Conversion Shares will carry a right to dividends, distributions and other rights having a record date that occurs on or after the Registration Date. If the Conversion Shares are not registered with the Central Securities Depository or the Finnish Trade Register, the Noteholders will not have the benefit of any dividends, distributions or other rights in relation to the share capital of the Issuer emanating from the Conversion Shares which are contingent upon such registration.

Noteholders will bear the risk of fluctuations in the price of the Ordinary Shares.

The market price of the Additional Tier 1 Conversion Notes is expected to be affected by fluctuations in the market price of the Ordinary Shares, in particular if at any time there is a significant deterioration in the CET1 Ratio of the Issuer or the Nordea Group. In addition, it is impossible to predict whether the price of the Ordinary Shares will rise or fall. Market prices of the Ordinary Shares will be influenced by, among other things, the financial position of the Issuer and the Nordea Group, the results of operations and political, economic, financial and other factors. Any decline in the market price of the Ordinary Shares or any indication that the CET1 Ratio of the Issuer or the Nordea Group is trending towards the occurrence of a Trigger Event may have an adverse effect on the market price of the Additional Tier 1 Conversion Notes. The level of the CET1 Ratio of the Issuer or the Nordea Group may also significantly affect the market price of the Additional Tier 1 Conversion Notes and/or the Ordinary Shares.

The value of the Additional Tier 1 Conversion Notes may decline because the holders do not have anti-dilution protection in all circumstances. In particular, the occurrence of corporate actions or events in respect of which no adjustment to the Floor Price is made may adversely affect the value of the Additional Tier 1 Conversion Notes.

The number of Conversion Shares which are to be issued in respect of each Additional Tier 1 Conversion Note upon the occurrence of a Trigger Event shall be determined by dividing the aggregate principal amount of such Additional Tier 1 Conversion Note outstanding immediately prior to the Conversion Date by the Conversion Price (rounded down, if necessary, to the nearest whole number of Conversion Shares).

The Conversion Price will be, if the Ordinary Shares are:

(i) then admitted to trading on a Relevant Stock Exchange, the greater of:

(a) the Current Market Price of an Ordinary Share on the Conversion Date translated into the Specified Currency at the then Prevailing Exchange Rate; and

(b) the Floor Price on the Conversion Date; or

(ii) not then admitted to trading on a Relevant Stock Exchange, the Floor Price on the Conversion Date.

The Floor Price will be adjusted upon the occurrence of certain corporate actions, as specified in Condition 7(g) (*Adjustment of Floor Price*) of the Terms and Conditions of the Additional Tier 1 Conversion Notes provided always that the Floor Price shall not be less than the quota value of the Ordinary Shares immediately prior to Automatic Conversion translated into the Specified Currency at the then Prevailing Exchange Rate (and, for the avoidance of doubt, if the quota value of the Ordinary Shares changes between the Conversion Date and the Registration Date (the "**Adjusted Quota Value**"), then the relevant Floor Price shall not be less than such Adjusted Quota Value). However, save as specified in Condition 7(g) (*Adjustment of Floor Price*) of the Terms and Conditions of the Additional Tier 1 Conversion Notes, there is no requirement that there should be an adjustment of the Floor Price for any other corporate actions or events that may affect the market price of the Conversion Shares, including, without limitation, as a result of any extraordinary distributions to the holders of Ordinary Shares.

Accordingly, the occurrence of corporate actions or events in respect of which no adjustment to the Floor Price is made may adversely affect the value of the Additional Tier 1 Conversion Notes.

Noteholders will have to submit a Delivery Notice in order to receive delivery of the Conversion Shares and they (or their nominee, custodian or other representative) will have to have an account with the Central Securities Depository Euroclear Finland Oy in order to receive the Conversion Shares.

In order to obtain delivery of the Conversion Shares, a Noteholder must deliver a Delivery Notice (and the relevant Additional Tier 1 Conversion Notes) to the Settlement Shares Depositary in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg or (if the Additional Tier 1 Conversion Notes are in definitive form) to the Paying and Conversion Agent. The Delivery Notice must contain certain information, including the Noteholder's account details at the Central Securities Depository Euroclear Finland Oy ("**Euroclear Finland**"). Accordingly, Noteholders (or their nominee, custodian or other representative) will have to have an account with Euroclear Finland in order to receive the Conversion Shares. If a Noteholder fails to properly complete and deliver a Delivery Notice on or before the Notice Cut-off Date, the Settlement Shares Depositary shall continue to hold the Conversion Shares on trust (or other similar arrangement) for ten (10) Business Days until a Delivery Notice (and the relevant Additional Tier 1 Conversion Notes) is or are so validly delivered. The Issuer shall have no liability to any Noteholder for any loss resulting from such Noteholder not receiving any Conversion Shares or from any delay in the receipt thereof, in each case as a result of such Noteholder failing to submit a valid Delivery Notice on a timely basis or at all.

Delivery of Conversion Shares to a Holder and/or payment of the cash proceeds of the Settlement Shares Offer (after deduction of the Settlement Shares Offer Expenses) may be further delayed by the Settlement Shares Offer.

Prior to any delivery of Conversion Shares or cash proceeds to a Noteholder there will (subject to Condition 7(e)(vi) (*Settlement Shares Offer*)) first be a Settlement Shares Offer, which may not be completed for a period of up to 40 Business Days (or longer if necessary in order to comply with applicable law or if such 40 Business Day period is not reasonably practicable) from (and including) the Business Day immediately following the Conversion Date, resulting in further delays in the delivery of Conversion Shares to a Noteholder or payment of the cash proceeds of such Settlement Shares Offer to which that Noteholder is entitled, after deduction of the Settlement Shares Offer Expenses. The Settlement Shares Offer may also result in a Noteholder receiving, wholly or partly in place of such Conversion Shares, payment of such cash proceeds.

There can be no assurances that any shareholder will elect to purchase any Conversion Shares at the Conversion Price, particularly in circumstances where the current market price of the Issuer's shares is lower than the Floor Price. In addition, the market price of the Ordinary Shares may decrease during the continuation of the Settlement Shares Offer, leading to Noteholders receiving Conversion Shares or cash proceeds, the value of which could be materially lower than if no Settlement Shares Offer had occurred.

Receipt by the Settlement Shares Depositary of the Conversion Shares shall irrevocably discharge and satisfy the Issuer's obligations in respect of the Additional Tier 1 Conversion Notes.

The Issuer will deliver the relevant Conversion Shares to the Settlement Shares Depositary on the Registration Date, and the Settlement Shares Depositary will hold the Conversion Shares on behalf of the Noteholders. Receipt by the Settlement

Shares Depositary of the Conversion Shares shall irrevocably discharge and satisfy the Issuer's obligations in respect of the Additional Tier 1 Conversion Notes and a Noteholder shall, with effect on and from the Registration Date, only have recourse to: (i) the Settlement Shares Depositary for the delivery of the number of Conversion Shares determined in respect of its Additional Tier 1 Conversion Note(s) in accordance with Condition 7(c) (*The Conversion Shares*) of the Additional Tier 1 Conversion Notes, (ii) the Settlement Shares Offer Agent in respect of the delivery of any cash amounts to which such Noteholder may be entitled in accordance with Condition 7(e) (*Settlement Shares Offer*) of the Additional Tier 1 Conversion Notes, or (iii) the Settlement Shares Depositary or Selling Agent, as the case may be, in respect of any cash proceeds to which such Noteholder may be entitled in accordance with Condition 7(f) (*Settlement Procedures*) of the Additional Tier 1 Conversion Notes. The Issuer shall not have any liability for the performance of the obligations of the Settlement Shares Depositary.

In addition, the Issuer has not yet appointed a Settlement Shares Depositary, a Settlement Shares Offer Agent or a Selling Agent and the Issuer may not be able to appoint such an entity if an Automatic Conversion occurs. In such a scenario, the Issuer would inform Noteholders of any alternative arrangements in connection with the issuance and/or delivery of the Conversion Shares, and such arrangements may be disadvantageous to, and more restrictive on, the Noteholders. For example, such arrangements may involve Noteholders having to wait longer to receive their Conversion Shares than would be the case under the arrangements expected to be entered into with a Settlement Shares Depositary. Under these circumstances, the Issuer's issuance of the Conversion Shares to the relevant recipient in accordance with these alternative arrangements shall constitute a complete and irrevocable release of all of the Issuer's obligations in respect of the Additional Tier 1 Conversion Notes.

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

Upon the occurrence of the Trigger Event, a Noteholder receiving Conversion Shares may have to make a takeover bid addressed to all the shareholders of the Issuer pursuant to the Finnish Securities Markets Act (Fi: *arvopaperimarkkinalaki* (746/2012), as amended) (the "**Finnish Securities Markets Act**") implementing Directive 2004/25/EC of the European Parliament and of the Council if its aggregate holding of voting rights in the Issuer (or its voting rights aggregated with those of its related parties) represent at least 30 per cent of all the voting rights in the Issuer. In addition, it may be difficult for a holder of Additional Tier 1 Conversion Notes to estimate in advance its aggregate holding of Ordinary Shares in the Issuer following an Automatic Conversion, as the relevant number of Conversion Shares which a Noteholder may receive in respect of its Additional Tier 1 Notes is dependent upon the applicable Conversion Price, in accordance with the Terms and Conditions of the Additional Tier 1 Conversion Notes. Accordingly, each potential investor should consult its legal advisers as to the terms of the Additional Tier 1 Conversion Notes, in respect of its existing holding and the level of holding it would have if it receives Ordinary Shares following a Trigger Event.

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

As the Additional Tier 1 Conversion Notes are convertible into Conversion Shares in certain circumstances, an investment in the Additional Tier 1 Conversion Notes may result in a Noteholder, upon conversion of its Additional Tier 1 Conversion Notes into Conversion Shares, having to comply with certain disclosure and/or approval requirements pursuant to the Finnish Act on Credit Institutions and the Finnish Securities Markets Act and other laws and regulations. Non-compliance with such disclosure and/or approval requirements may lead to the incurrence by the Noteholder of substantial fines and/or suspension of voting rights associated with the Conversion Shares. In addition, it may be difficult for a holder of Additional Tier 1 Conversion Notes to estimate in advance its aggregate holding of Ordinary Shares in the Issuer following an Automatic Conversion, as the relevant number of Conversion Shares which a Noteholder may receive in respect of its Additional Tier 1 Notes is dependent upon the applicable Conversion Price, in accordance with the Terms and Conditions of the Additional Tier 1 Conversion Notes. Accordingly, each potential investor should consult its legal advisers as to the terms of the Additional Tier 1 Conversion Notes, in respect of its existing holding and the level of holding it would have if it receives Ordinary Shares following a Trigger Event.

Noteholders may be subject to compulsory acquisition proceedings in relation to their Additional Tier 1 Conversion Notes and any Conversion Shares they receive.

Pursuant to the Finnish Companies Act (Fi: *osakeyhtiölaki* (624/2006), as amended) (the "**Finnish Companies Act**"), a shareholder that directly or indirectly holds more than 90 per cent of the shares and votes of the Issuer is entitled to acquire the other shareholders' shares and each minority shareholder is entitled to require such majority shareholder to acquire its shares. A majority shareholder that exercises such right to acquire the outstanding shares in the Issuer is also entitled to acquire any Additional Tier 1 Conversion Notes issued by the Issuer based on their terms and conditions. If an agreement on the purchase price cannot be reached between the parties, the purchase price shall be determined through arbitration and generally be the price which could be expected in a sale under normal circumstances.

Additional Tier 1 Conversion Notes are not aggregated for the purposes of determining the number of Conversion Shares to be issued in respect of a Noteholder's holding in the Additional Tier 1 Conversion Notes.

If one or more Delivery Notices and relevant Additional Tier 1 Conversion Notes are delivered by a Noteholder to the Settlement Shares Depositary (as provided in Condition 7(d) (*Settlement Procedure*) of the Terms and Conditions of the Additional Tier 1 Conversion Notes) such that any Conversion Shares to be issued and delivered to such Noteholder following an Automatic Conversion are to be registered in the same name, the number of Conversion Shares to be issued and delivered in respect thereof shall be calculated on the basis of individual Additional Tier 1 Conversion Notes and not on the basis of the aggregate principal amount of such Additional Tier 1 Conversion Notes to be converted.

The number of Conversion Shares to be issued in respect of each Additional Tier 1 Conversion Note shall be determined in accordance with the calculation in Condition 7(c) (*The Conversion Shares*) of the Terms and Conditions of the Additional Tier 1 Conversion Notes and such calculation shall be rounded down, if necessary, to the nearest whole number of Conversion Shares. Fractions of Conversion Shares will not be issued following an Automatic Conversion and no cash payment will be made in lieu thereof. There is therefore a risk that a Noteholder submitting more than one Delivery Notice may receive fewer Conversion Shares than it would otherwise have received had its holding in the Additional Tier 1 Conversion Notes been aggregated (where the aggregate principal amount of a Noteholder's Additional Tier 1 Conversion Notes would have qualified such Noteholder for additional Conversion Shares when calculated in accordance with Condition 7(c) (*The Conversion Shares*) of the Terms and Conditions of the Additional Tier 1 Conversion Notes).

Additional Risks Relating to Green Notes and SLL Notes

Notes issued as Green Notes or SLL Notes with a specific use of proceeds may not meet investor expectations or requirements.

The Pricing Supplement relating to a specific Tranche of Notes may provide that it is the Issuer's intention to allocate an amount, which at the Issue Date of the relevant Notes is equal to the net proceeds of the issue of such Notes, to, directly or indirectly, in respect of Green Notes, finance or refinance Green Assets in accordance with the Issuer's Green Funding Framework or, in respect of SLL Notes, to finance or refinance SLL Funding Assets in accordance with the Issuer's SLL Funding Framework. A prospective investor should have regard to the information set out in the section entitled "*Use of Proceeds*" and the relevant Pricing Supplement, seek advice from its independent financial adviser or other professional adviser regarding its purchase of any Green Notes or SLL Notes before deciding to invest and must determine for itself the relevance of such information together with any other investigation it deems necessary for the purpose of assessing the suitability of an investment in such Notes in light of its investment criteria, guidelines, requirements or expectations.

For the avoidance of doubt, SLL Notes are not sustainability-linked bonds or green bonds within the scope of the Sustainability-Linked Bond Principles or Green Bond Principles administered by ICMA. The SLL Funding Assets are existing general corporate purposes loans that are intended to satisfy the characteristics of sustainability-linked loans (under the relevant versions of the Sustainability-Linked Loan Principles, as published by the LMA, APLMA and LSTA, that correspond to the year of signing of the relevant loan facility) but no assurance can be given that they will do so and the proceeds of such loans are not specifically allocated to "green", "sustainable" or "social" projects. The SLL Funding Framework is inspired by the ICMA Sustainability-Linked Loans Financing Bonds Guidelines (published in June 2024) but, for the avoidance of doubt, ISS-Corporate as the external reviewer has not conducted a benchmarking of the SLL Funding Framework against such Guidelines. The SLL Funding Framework, therefore, does not seek alignment with either the Sustainability-Linked Bond Principles, the Green and Social Bond Principles or the Sustainability-Linked Loans Financing Bonds Guidelines administered by ICMA and should not be considered "green", "sustainable" or "social" or linked to "green", "sustainable" or "social" issuances, and SLL Notes are likewise not "green", "sustainable", "social" or "sustainability-linked", "sustainability-linked loans financing" instruments.

No assurance is given by the Issuer, the Dealers or any other person that such use of proceeds will satisfy, in whole or in part, any present or future investment expectations or requirements as regards any investment criteria or guidelines with which an investor is required, or intends, to comply, whether by any present or future applicable law or regulations or by its own bylaws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental or sustainability impact of any project or uses, the subject of or related to, the Green Funding Framework or the SLL Funding Framework (including, without limitation, in relation to the EU Taxonomy Regulation and any related technical screening criteria, Regulation (EU) 2020/852 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 and any related technical screening criteria, the EuGB label or any optional disclosure templates under the EU Green Bond Regulation, the SFDR and any implementing legislation and guidelines, or any similar legislation in the United Kingdom or any market standards or guidance, including the ICMA Principles or any requirements of such labels or market standards as they may evolve from time to time). The Dealers have not undertaken, nor are they responsible for, any assessment of the Green Assets or the SLL Funding Assets or their application, impact or the monitoring of the use of the proceeds (or any amount equivalent thereto) of any Green Notes or SLL Notes, the alignment of any Green Notes or SLL Notes with the Issuer's Green Funding Framework or the Issuer's SLL Funding

Framework or alignment of the Issuer's Green Funding Framework or the SLL Funding Framework with the applicable ICMA Principles.

No assurance can be given by the Issuer, the Dealers or any other person that Green Assets or SLL Funding Assets will meet investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels (including, without limitation, in relation to the EU Taxonomy Regulation and any related technical screening criteria, Regulation (EU) 2020/852 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 and any related technical screening criteria, EuGB label or the optional disclosure templates under the EU Green Bond Regulation, SFDR and any implementing legislation and guidelines, or any similar legislation in the United Kingdom or any market standards or guidance, including the ICMA Principles) or any requirements of such labels or market standards as they may evolve from time to time or that any adverse environmental and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Green Assets or SLL Funding Assets.

Any Green Notes issued under this Programme will not be compliant with the EU Green Bond Regulation and are only intended to comply with the requirements and processes in the Issuer's Green Funding Framework. It is not clear if the establishment under the EU Green Bond Regulation of the EuGB label and the optional disclosure templates for bonds marketed as "environmentally sustainable" under the EU Green Bond Regulation could have an impact on investor demand for, and pricing of green use of proceeds bonds that do not comply with the EuGB label or the optional disclosure regime for other non-labelled green bonds, such as the Green Notes issued under this Programme. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any Green Bonds issued under this Programme that do not comply with the requirements of the EU Green Bond Regulation.

While it is the intention of the Issuer to allocate an amount equal to the net proceeds of the issue of any Green Notes to Green Assets or the net proceeds of the issue of any SLL Notes to SLL Funding Assets, as applicable, and to report on the use of proceeds as described in the section entitled "Use of Proceeds" and/or in the applicable Pricing Supplement, there is no contractual obligation to do so. There can be no assurance that any such Green Assets or SLL Funding Assets, as applicable, will be available or capable of being implemented in, or substantially in, the manner anticipated and/or within any time frame and, accordingly, that the Issuer will be able to use an amount equal to the net proceeds of the issue of such Green Notes or SLL Notes to, directly or indirectly, the allocation of funding for such Green Assets or SLL Funding Assets, respectively, as intended. In addition, there can be no assurance that Green Assets will be completed as expected or that Green Assets or SLL Funding Assets will achieve the impacts or outcomes (environmental, social or otherwise) originally expected or anticipated.

The Issuer does not undertake to ensure that there are at any time sufficient Green Assets or SLL Funding Assets to allow for allocation of an amount equal to the net proceeds of the issue of such Green Notes or SLL Notes, respectively, in full.

Each prospective investor should have regard to the factors described in the Green Funding Framework or the SLL Funding Framework, as applicable, and the relevant information contained in this Programme Document and the relevant Pricing Supplement and seek advice from their independent financial adviser or other professional adviser regarding its purchase of the Notes before deciding to invest. The Issuer's Green Funding Framework and SLL Funding Framework may be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Programme Document. The Issuer's Green Funding Framework and SLL Funding Framework do not form part of, nor are they incorporated by reference in, this Programme Document.

There is no assurance of suitability or reliability of any Second Party Opinion or any other opinion or certification of any third party relating to any Green Notes or SLL Notes.

ISS-Corporate has issued a Second Party Opinion on the Issuer's Green Funding Framework and the Issuer's SLL Funding Framework has been subject to an External Review by ISS-Corporate. The Second Party Opinion and the External Review include an opinion and assessment, respectively, on certain environmental and related considerations, and are each statements of opinion and not statements of fact. No representation or assurance is given by the Issuer, the Dealers or any other person as to the suitability or reliability of any opinion, assessment, review, certification of any third party (including any post-issuance reports prepared by an external reviewer) made available in connection with an issue of Notes issued as Green Notes or SLL Notes. The Second Party Opinion, External Review and any other such opinion, assessment, review, certification or post-issuance report is not intended to address any credit, market or other aspects of any investment in any Note, including without limitation market price, marketability, investor preference or suitability of any security or any other factors that may affect the value or marketability of the Notes. Any such opinion, assessment, review, certification or post-issuance report is not a recommendation by the Issuer, the Dealers or any other person to buy, sell or hold any such Notes and is current only as of the date it was issued.

The criteria and/or considerations that formed the basis of the Second Party Opinion, the External Review and any other such opinion, assessment, review, certification or post-issuance report may change at any time and the Second Party Opinion or the External Review and any other opinion, review, certification or post-issuance report may be amended,

updated, supplemented, replaced and/or withdrawn at any time. Any withdrawal of the Second Party Opinion, the External Review or any other opinion, assessment, review, certification or post-issuance report may have a material adverse effect on the value of any Green Notes or SLL Notes in respect of which such opinion, assessment, review, certification or post-issuance report is given and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose. As of the date of this Programme Document, the providers of such opinions, assessments, reviews, certifications or post-issuance reports are not subject to any specific regulatory or other regime or oversight. The EU Green Bond Regulation has introduced a supervisory regime of external reviewers of European Green Bonds but this will not take full effect until 21 June 2026 and will not apply to external reviewers in respect of an issue of Green Notes or SLL Notes. Prospective investors must determine for themselves the relevance of any such opinion, assessment, review, certification, post-issuance report and/or the information contained therein. Neither the Second Party Opinion, External Review nor any other such opinion, assessment, review, certification or post-issuance report forms a part of, or is incorporated by reference in, this Programme Document.

No assurance that Green Notes or SLL Notes will be admitted to trading on any dedicated "green", "sustainable", "social" (or similar) segment of any stock exchange or market, or that any admission obtained will be maintained.

In the event that any such Notes are listed or admitted to trading on a dedicated "green", "sustainable", "social" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Issuer, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investment criteria or guidelines with which such investor or its investments are required, or intend, to comply. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or that any such listing or admission to trading will be maintained during the life of the Notes.

Risks relating to no breach of contract or Event of Default.

A failure of any Green Notes or SLL Notes to meet investor expectations or requirements as to their "green", "sustainable", "social" or equivalent characteristics (including, without limitation, in relation to the EU Taxonomy Regulation and any related technical screening criteria, the EuGB label under the EU Green Bond Regulation, SFDR, and any implementing legislation and guidelines, or any similar legislation in the United Kingdom or any market standards or guidance, including the ICMA Principles), any failure by the Issuer to allocate or reallocate an amount equal to the net proceeds of any particular issue of Green Notes to fund Green Assets or SLL Notes to fund SLL Funding Assets at any time, the failure by the Issuer to report on any use of proceeds or any change in the performance of the Green Assets or the SLL Funding Assets (including the loss of any "green", "sustainable", "social" or equivalent characteristics), any failure by the Issuer to comply with its general environmental or similar targets (if any), the failure to provide, or the withdrawal of, a third-party opinion, assessment, review, certification or post-issuance report in connection with an issue of Green Notes or SLL Notes, and the Notes ceasing to be listed or admitted to trading on any dedicated stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and/or may have consequences for certain investors with portfolio mandates to invest in green assets or sustainability-linked assets (which consequences may include the need to sell the Notes as a result of the Notes not falling within the investor's investment criteria or mandate). However, none of these events specified above nor any mismatch between the duration of the relevant Green Assets or the relevant SLL Funding Assets and the term of the relevant Green Notes or SLL Notes, as applicable, will (i) give rise to any claim by a holder of Notes against the Issuer or the Dealers; (ii) constitute an Enforcement Event or a breach or default under the terms of the relevant Green Notes or SLL Notes or a breach of contract with respect to any Green Notes or SLL Notes; (iii) give a right to a holder of Notes to request the early redemption or acceleration of the relevant Green Notes or SLL Notes; (iv) lead to an obligation of the Issuer to redeem the Green Notes or SLL Notes, as applicable, or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Green Notes or SLL Notes; or (v) affect the qualification of any Green Notes or SLL Notes as eligible liabilities (in the case of Restricted Senior Preferred Notes, Senior Non-Preferred Notes and Dated Subordinated Notes) or own funds instruments (in the case of Additional Tier 1 Notes or Dated Subordinated Notes), in each case for the purposes of, and in accordance with, Applicable Banking Regulations.

Green Notes and SLL Notes which are Restricted Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes are subject to the regulatory treatment of Restricted Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes, as applicable.

Green Notes and SLL Notes may be Senior Preferred Notes, Senior Non-Preferred Notes, Dated Subordinated Notes or Additional Tier 1 Notes, as specified in the relevant Pricing Supplement, with a specific use of proceeds. As such, they are issued on the terms and conditions applicable to the relevant category of Notes respectively, as set out in this Programme Document and completed by the relevant Pricing Supplement.

The Green Notes and SLL Notes are intended to qualify as eligible liabilities for the purposes of MREL (in the case of Restricted Senior Preferred Notes, Senior Non-Preferred Notes and Dated Subordinated Notes) or Additional Tier 1 capital

or Tier 2 capital (in the case of Additional Tier 1 Notes or Dated Subordinated Notes) for the purposes of, and in accordance with the eligibility criteria and requirements of, the Applicable Banking Regulations. Therefore, the Green Notes and SLL Notes will be fully subject to the application of CRR eligibility criteria and BRRD requirements for own funds and eligible liabilities instruments (including, in respect of Additional Tier 1 Notes, any provisions of the Terms and Conditions of the Notes providing for the cancellation of coupons by the Issuer, whether on a mandatory or discretionary basis) and will be subject to the bail-in tool and to write down and conversion powers and, in general, to the powers that may be exercised by the Relevant Resolution Authority, to the same extent and with the same ranking as any other equivalent Notes which are not Green Notes or SLL Notes, as applicable. As such, the proceeds of issue of any Green Notes or SLL Notes will be fully available to cover any and all losses arising on the balance sheet of the Issuer regardless of their "green", "sustainability linked", "social" or other similar label and of whether the losses stem from "green", "sustainability linked", "social" assets or other assets of the Issuer without any such label.

Green Notes and SLL Notes are not linked to the performance of, respectively, the Green Assets or the SLL Funding Assets and do not benefit from any arrangements to enhance the performance of the Notes or any contractual rights derived solely from the intended use of proceeds of such Notes.

The performance of the Green Notes and the SLL Notes is not linked to the performance of, respectively, the relevant Green Assets or SLL Funding Assets or the performance of the Issuer in respect of any environmental or similar targets. There will be no segregation of assets and liabilities in respect of the Green Notes and the SLL Notes. Consequently, neither payments of principal and/or interest on the Green Notes or the SLL Notes nor any rights of holders of Notes will depend on the performance of the relevant Green Assets or SLL Funding Assets, as applicable, or the performance of the Issuer in respect of any such environmental or similar targets. Holders of any Green Notes or SLL Notes will have no preferential rights or priority against the assets of, respectively, any Green Assets or any SLL Funding Assets nor benefit from any arrangements to enhance the performance of the Notes.

CAPITALISATION AND INDEBTEDNESS

The following table sets forth the consolidated capitalisation and net financial indebtedness of the Nordea Group as of 31 December 2025. This table should be read in conjunction with "*Operating and Financial Review and Prospects*" and the audited consolidated financial statements and the unaudited consolidated interim financial statements of the Nordea Group incorporated by reference into this Programme Document.

	As of 31 December 2025 (EUR in millions)
Capitalisation	
Total current debt (maturity up to one year)	163,252
of which secured[(1)]	22,215
of which unsecured[(2)]	140,116
of which subordinated	921
Total non-current debt (excluding current portion of non-current debt)	**441,059**
of which secured[(3)]	95,404
of which unsecured[(4)]	337,765
of which subordinated	7,890
Equity attributable to parent company's shareholders:	
Share capital	4,050
Invested unrestricted equity	1,077
Other reserves	(2,550)
Retained earnings	29,842
Total equity attributable to parent company's shareholders	**32,419**
Additional tier 1 capital holders	–
Non-controlling interests	–
Total equity	**32,419**
Total capitalisation	**636,730**

(1) Total of senior secured, covered bonds and securitisations with a remaining maturity up to one year.
(2) Total of senior unsecured, commercial paper, certificates of deposit, deposits by credit institutions, deposits and borrowings from the public, derivatives, securities financing, insurance contract liabilities and deposits in pooled schemes and unit-linked investment contracts and fair value changes of the hedged items in portfolio hedges of interest rate risk, all with a remaining maturity up to one year.
(3) Total of senior secured, covered bonds and securitisations with a remaining maturity of more than one year.
(4) Total of senior unsecured notes, commercial paper, certificates of deposit, deposits by credit institutions, deposits and borrowings from the public, derivatives, securities financing, insurance contract liabilities and deposits in pooled schemes and unit-linked investment contracts and fair value changes of the hedged items in portfolio hedges of interest rate risk, all with a remaining maturity of more than one year.

Since 31 December 2025, there have not been any material changes in the Nordea Group's capitalisation up until the date of this Programme Document. For information on Nordea's share buy-back programme, see "*Operating and Financial Review and Prospects—Recent Events—Share Buy-back Programme*".

The 2026 annual general meeting ("**AGM**") of Nordea held on 24 March 2026 decided on a dividend payment of EUR 0.96 per share for the year ended 31 December 2025. The payment of the full dividend of EUR 3,263.2 million, in the aggregate, took place on 2 April 2026.

The 2026 AGM of Nordea also authorised the board of directors of Nordea to decide on the distribution of a mid-year dividend in 2026. The mid-year dividend amount is to be set at a level corresponding to approximately 50 per cent of the Nordea Group's net profit for the six-month period ending 30 June 2026, while being subject to a maximum total amount of EUR 3 billion. The mid-year dividend is considered to form the first part of the total dividend distribution to be paid for the financial year ending 31 December 2026 under Nordea's dividend policy. The mid-year dividend will be paid based on the annual accounts for the financial year ended 31 December 2025. See "*Operating and Financial Review and Prospects—Recent Events—Mid-Year Dividend*" and "*Management and Shareholders—Share Capital, Shares and Shareholders—Dividends*".

The following table sets forth the Nordea Group's indebtedness as of 31 December 2025. This table should be read in conjunction with "*Selected Consolidated Financial and Other Data*", "*Operating and Financial Review and Prospects*" and the audited consolidated financial statements of the Nordea Group incorporated by reference into this Programme Document.

	As of 31 December 2025 (EUR in millions)
Indebtedness	
Cash and cash equivalents[(1)]	45,153
Trading securities[(2)]	33,224
Total liquidity	**78,376**
Current financial receivables[(3)]	**567,211**
Total current financial debt (maturity up to one year)	**163,252**
of which current debt[(4)]	128,448
of which current portion of non-current debt[(5)]	27,252
of which other current financial debt[(6)]	7,552
Net current financial indebtedness	**482,335**
Total non-current financial debt (excluding current portion of non-current debt)	**441,059**
of which non-current[(7)]	197,368
of which debt securities issued[(8)]	129,024
of which other non-current loans[(9)]	114,666
Net financial indebtedness	**41,276**

(1) Cash and balances with and receivables to central banks.
(2) Represents interest-bearing securities and shares "held for trading" and financial instruments pledged as collateral.
(3) Represents interest-bearing securities and shares not "held for trading", loans to credit institutions, loans to the public, assets in pooled schemes and unit-linked investment contracts, derivatives assets, fair value changes in the hedged items in portfolio hedge of interest rate risk (asset), as well as other assets and prepaid expenses and accrued income.
(4) Total of securities financing, deposits by credit institutions, deposits and borrowings from the public, commercial paper and certificates of deposit, all with a remaining maturity up to one year.
(5) Total of senior secured debt, covered bonds, senior unsecured debt, securitisations and subordinated liabilities, all with a remaining maturity up to one year.
(6) Total of derivatives, securities financing, insurance contract liabilities and deposits in pooled schemes and unit-linked investment contracts, fair value changes of the hedged items in portfolio hedges of interest rate risk, all with a remaining maturity of less than one year.
(7) Total of deposits by credit institutions and deposits and borrowings from the public with remaining maturity of more than one year.
(8) Total of issued debt and subordinated with a remaining maturity of more than one year.
(9) Total of derivatives, securities financing, insurance contract liabilities and deposits in pooled schemes and unit-linked investment contracts, fair value changes of the hedged items in portfolio hedges of interest rate risk, all with a remaining maturity of more than one year.

In addition to instruments on the balance sheet, the Nordea Group had the following contractual, contingent and off-balance sheet liabilities as of as of 31 December 2025:

	As of 31 December 2025 (EUR in millions)
Assets pledged as security for own liabilities	248,509
Other assets pledged[(1)]	169
Contingent liabilities	20,009
Credit commitments[(2)]	95,010
Other commitments	2,797

(1) Includes interest-bearing securities pledged as security for payment settlements with central banks and clearing institutions.
(2) Including unutilised portion of approved overdraft facilities of EUR 28,876 million.

USE OF PROCEEDS

General

The net proceeds of the issue of each Series of Notes will be used for the general banking and other corporate purposes of the Nordea Group. If, in respect of any particular issue, there is a particular identified use of proceeds, such as in relation to any Green Notes or SLL Notes, this will be stated in the relevant Pricing Supplement.

Green Notes

In relation to any Green Notes, the Issuer's Green Funding Framework (which contains detail as to the requirements and processes applying to the use of the net proceeds of any Green Notes) and the second party opinion provided by ISS-Corporate (or such other second party opinion provider as may be engaged by the Issuer from time to time) are available at *www.nordea.com/en/investors/debt-and-rating/sustainable-funding*. Further details on the use of proceeds, selection and evaluation of Green Assets, management of proceeds and reporting are set out in the Issuer's Green Funding Framework. The Issuer will annually publish on its website a green bond report that provides, among other things, the amount of net proceeds that have been allocated to each category of Green Assets, the balance of net proceeds yet to be allocated to Green Assets and (where appropriate) examples of Green Assets that have been financed or refinanced, directly or indirectly, by the net proceeds of Green Notes. No representation or assurance is given by the Issuer, the Dealers or any other person as to the suitability or reliability of any opinion or certification of any third party made available in connection with an issue of Notes issued as Green Notes.

The Issuer's Green Funding Framework may be amended at any time without the consent of holders of Notes. Any revisions or updates to the Green Funding Framework will be made available on the website indicated above, but the Issuer will not have any obligation to notify holders of Notes of any such amendments.

The Green Funding Framework, any relevant opinion or certification and any other document related thereto including any footnotes, links to the Issuer's website and/or progress and impact assessment reports are not, nor shall they be deemed to be, incorporated in and/or form part of this Programme Document.

SLL Notes

In relation to any SLL Notes, the Issuer's SLL Funding Framework (which contains detail as to the requirements and processes applying to the use of the net proceeds of any SLL Notes) and the findings of the External Review carried out by ISS-Corporate (or such other service provider as may be engaged by the Issuer from time to time) are available at *www.nordea.com/en/investors/debt-and-rating/sustainable-funding*. Further details on use of proceeds, selection and evaluation of SLL Funding Assets, management of proceeds and reporting are set out in the Issuer's SLL Funding Framework. The Issuer will annually (provided that any SLL Notes are outstanding) publish on its website a sustainability-linked loan bond report that provides, among other things, the amount of net proceeds that have been allocated to the SLL Funding Assets, the remaining balance of net proceeds which have not yet been allocated to SLL Funding Assets and (where appropriate) examples of SLL Funding Assets that have been financed or refinanced, directly or indirectly, by the net proceeds of SLL Notes. No representation or assurance is given by the Issuer, the Dealers or any other person as to the suitability or reliability of any assessment or certification of any third party made available in connection with an issue of Notes issued as SLL Notes.

The Issuer's SLL Funding Framework may be amended at any time without the consent of the holders of Notes. Any revisions or updates to the SLL Funding Framework will be made available on the website indicated above, but the Issuer will not have any obligation to notify holders of Notes of any such amendments.

The SLL Funding Framework, any relevant assessment or certification and any other document related thereto including any footnotes, links to the Issuer's website and/or progress and impact assessment reports are not, nor shall they be deemed to be, incorporated in and/or form part of this Programme Document.

For the avoidance of doubt, SLL Notes are not sustainability-linked bonds or green bonds within the scope of the Sustainability-Linked Bond Principles or Green Bond Principles administered by ICMA. The SLL Funding Assets are existing general corporate purposes loans that are intended to satisfy the characteristics of sustainability-linked loans (under the relevant versions of the Sustainability-Linked Loan Principles, as published by the LMA, APLMA and LSTA, that correspond to the year of signing of the relevant loan facility) but no assurance can be given that they will do so and the proceeds of such loans are not specifically allocated to "green", "sustainable" or "social" projects. The SLL Funding Framework is inspired by the ICMA Sustainability-Linked Loans Financing Bonds Guidelines (published in June 2024) but, for the avoidance of doubt, the external reviewer has not conducted a benchmarking of the SLL Funding Framework against these recently published Guidelines. The SLL Funding Framework, therefore, does not seek alignment with either the Sustainability-Linked Bond Principles or the Green and Social Bond Principles or the Sustainability-Linked Loans Financing Bonds Guidelines administered by ICMA and should not be considered "green", "sustainable" or "social" or linked to "green", "sustainable" or "social"

issuances, and SLL Notes are likewise not "green", "sustainable", "social" or "sustainability-linked" or "sustainability-linked loans financing" instruments.

SELECTED CONSOLIDATED FINANCIAL AND OTHER DATA

The selected consolidated income statement and balance sheet data presented below have been derived from the audited consolidated financial statements of the Nordea Group for the years ended and as of 31 December 2025, 2024 and 2023 incorporated by reference into this Programme Document. Those financial statements have been prepared in accordance with IFRS. See also "*Presentation of Financial Information—Historical Financial Statements of the Nordea Group*". As from the first quarter of 2026, a new subtotal, "total operating expenses, excluding regulatory fees", has been added in the income statement, see "*Operating and Financial Review and Prospects—Results of Operations—Introduction—Changed Accounting Policies and Presentation of the Financial Statements of the Nordea Group in 2026—Total Operating Expenses, Excluding Regulatory Fees*". The comparative information for the years ended 31 December 2025, 2024 and 2023 has been adjusted accordingly. The adjusted information is unaudited. For information on the Nordea Group's income statement and balance sheet data on a business area basis for the years ended and as of 31 December 2025, 2024 and 2023, see "*Operating and Financial Review and Prospects—Results of Operations—Results of Operations on a Business Area Basis for 2025, 2024 and 2023*", and for information on Nordea's nonconsolidated income statement and balance sheet data, see "*Presentation of Financial Information*", "*Operating and Financial Review and Prospects—Results of Operations—Results of Operations of Nordea on a Nonconsolidated Basis for the Years Ended 31 December 2025, 2024 and 2023*" and "*—Balance Sheet Information—Nordea*". The selected unaudited consolidated income statement and balance sheet data for the three months ended and as of 31 March 2026 and 2025 presented below are unaudited and have been derived from the Nordea Group's interim report for the three months ended 31 March 2026 and the comparative information for this subtotal for the three months ended 31 March 2025 has been adjusted to include the new subtotal "total operating expenses, excluding regulatory fees" described above. The data set forth below should be read in conjunction with "*Operating and Financial Review and Prospects*" and the consolidated financial statements and other financial information of the Nordea Group incorporated by reference into this Programme Document.

Selected Consolidated Income Statement Data

	For the three months ended 31 March		For the year ended 31 December		
	2025	2026	2023	2024	2025
	(EUR in millions)				
Operating income					
Net interest income	1,829	1,759	7,451	7,594	7,167
Net fee and commission income	793	842	3,021	3,157	3,249
Net insurance result	54	69	217	253	242
Net result from items at fair value	289	226	1,014	1,023	1,045
Profit from associated undertakings and joint ventures accounted for under the equity method	(3)	1	(3)	10	(2)
Other operating income	12	13	43	47	42
Total operating income	**2,974**	**2,910**	**11,743**	**12,084**	**11,743**
Operating expenses					
General administrative expenses:					
Staff costs	(792)	(979)	(2,908)	(3,106)	(3,234)
Other expenses	(359)	(376)	(1,206)	(1,530)	(1,441)
Depreciation, amortisation and impairment charges of tangible and intangible assets	(149)	(158)	(808)	(577)	(614)
Total operating expenses, excluding regulatory fees[(1)]	**(1,300)**	**(1,513)**	**(4,922)**	**(5,213)**	**(5,289)**
Regulatory fees	(54)	(52)	(316)	(117)	(116)
Total operating expenses	**(1,354)**	**(1,565)**	**(5,238)**	**(5,330)**	**(5,405)**
Profit before loan losses	**1,620**	**1,345**	**6,505**	**6,754**	**6,338**
Net result on loans in hold portfolios mandatorily held at fair value	7	13	20	(8)	(1)
Net loan losses	(20)	86	(187)	(198)	(21)
Operating profit	**1,607**	**1,444**	**6,338**	**6,548**	**6,316**
Income tax expense	(373)	(344)	(1,404)	(1,489)	(1,476)
Net profit for the period	**1,234**	**1,100**	**4,934**	**5,059**	**4,840**
Attributable to:					
Shareholders of Nordea Bank Abp	1,208	1,100	4,908	5,033	4,814
Additional tier 1 capital holders	26	–	26	26	26
Non-controlling interests	–	–	–	–	–
Total	**1,234**	**1,100**	**4,934**	**5,059**	**4,840**

(1) As from the first quarter of 2026, a new subtotal, "total operating expenses, excluding regulatory fees", has been added in the income statement, see "*Operating and Financial Review and Prospects—Results of Operations—Introduction—Changed Accounting Policies and Presentation of the Financial Statements of the Nordea Group in 2026—Total Operating Expenses, Excluding Regulatory Fees*". The comparative information for this line item for the three months ended 31 March 2025 and for the years ended 31 December 2025, 2024 and 2023 has been adjusted accordingly. The adjusted information is unaudited.

Selected Consolidated Balance Sheet Data

	As of 31 March	As of 31 December		
	2026	2023	2024	2025
		(EUR in millions)		
Assets				
Cash and balances with central banks	36,270	50,622	46,562	38,206
Loans to central banks	6,648	1,909	4,075	6,947
Loans to credit institutions	3,235	2,363	2,950	4,038
Loans to the public	390,229	344,828	357,588	381,871
Interest-bearing securities	88,663	68,000	73,464	79,872
Shares	39,757	22,158	35,388	39,587
Assets in pooled schemes and unit-linked investment contracts	70,822	50,531	60,879	70,677
Derivatives	20,450	26,525	25,211	17,633
Other[1]	22,933	17,660	17,143	15,519
Assets held for sale	–	106	95	–
Total assets	**679,007**	**584,702**	**623,355**	**654,350**
Liabilities				
Deposits by credit institutions	39,527	29,504	28,775	34,131
Deposits and borrowings from the public	241,181	210,062	232,435	242,874
Deposits in pooled schemes and unit-linked investment contracts	72,145	51,573	61,713	71,611
Insurance contract liabilities	32,757	27,568	30,351	33,097
Debt securities in issue	204,118	182,548	188,136	196,276
Derivatives	19,519	30,794	25,034	18,078
Other[2]	39,668	21,428	24,475	25,864
Total liabilities	**648,915**	**553,477**	**590,919**	**621,931**
Equity				
Additional tier 1 capital holders	–	750	750	–
Share capital	4,050	4,050	4,050	4,050
Invested unrestricted equity	1,062	1,063	1,053	1,077
Other reserves	(2,323)	(2,345)	(2,591)	(2,550)
Retained earnings	27,303	27,707	29,174	29,842
Total equity	**30,092**	**31,225**	**32,436**	**32,419**
Total liabilities and equity	**679,007**	**584,702**	**623,355**	**654,350**

(1) Comprised of fair value changes of the hedged items in portfolio hedges of interest rate risk, investments in associated undertakings and joint ventures, intangible assets, properties and equipment, investment properties, deferred tax assets, current tax assets, retirement benefit assets, prepaid expenses and accrued income, and other assets, which includes claims on securities settlement proceeds, cash items in process of collection and other assets.

(2) Comprised of fair value changes of the hedged items in portfolio hedges of interest rate risk, current tax liabilities, accrued expenses and prepaid income, deferred tax liabilities, provisions, retirement benefit obligations, subordinated liabilities and other liabilities, which includes liabilities on securities settlement proceeds, sold, not held, securities, accounts payable, cash/margin payables, lease liabilities and other liabilities.

Selected Regulatory Ratios and Other Data[1]

	As of and for the three months ended 31 March		As of and for the year ended 31 December		
	2025	2026	2023	2024	2025
Net loan loss ratio, amortised cost, basis points	3	(11)	5	6	1
CET1 capital ratio[2][3], per cent	15.7	15.7	17.0	15.8	15.7
Tier 1 capital ratio[2][3], per cent	17.6	17.7	19.4	18.4	18.4
Total capital ratio[2][3], per cent	20.2	20.4	22.2	21.0	21.2
Tier 1 capital[2][3], EUR in billions	28.1	28.6	26.8	28.7	29.4
REA[2][3], EUR in billions	160	162	139	156	160
Allocated Equity[3], EUR in billions	29.7	30.1	31.2	32.4	32.4
Cost-to-income ratio, excluding items affecting comparability and regulatory fees, per cent	44	46	42	43	45
Total number of employees (FTE)[3]	30,343	28,747	29,153	30,157	28,989

(1) For definitions of ratios and other key terms, see "*—Definitions of Regulatory Ratios and Other Data*" below.

(2) Including result for the period with a dividend deduction of 70 per cent thereof (the top of Nordea's dividend policy range). For regulatory purposes, the Nordea Group reported CET1 capital of EUR 25,083 million and a CET1 capital ratio of 15.5 per cent, in each case as of 31 March 2026, to the ECB, both calculated excluding net profit for the period, with a corresponding effect on the other regulatory capital levels and ratios.

(3) End of period.

Definitions of Regulatory Ratios and Other Data

Set forth below are definitions of terms and key regulatory ratios used in "*—Selected Regulatory Ratios and Other Data*" above and other sections of this Programme Document, including "*Risk Management*":

Ratio	Definition
Allocated Equity	Allocated Equity is a framework to allocate capital held by the Nordea Group to its business areas. Allocated Equity reflects the Nordea Group's anticipated equity in line with its capital policy to ensure sustainable, long-term capitalisation for the Nordea Group. To further align Allocated Equity to accounting equity, CET1 capital deductions and other equity items are included in Allocated Equity.
CET1 capital ratio	CET1 capital as a percentage of REA.
Cost-to-income ratio	Total operating expenses divided by total operating income.
Cost-to-income ratio excluding items affecting comparability	Total operating expenses excluding items affecting comparability divided by total operating income excluding items affecting comparability.
Net interest margin	Net interest income for the period as a percentage of average interest-earning assets (cash and balances with central banks, loans to central banks, loans to credit institutions, loans to the public and interest-bearing securities), excluding Life & Pension and Markets where return on assets is reported under "net result from items at fair value".
Net loan loss ratio, amortised cost	Net loan losses (annualised) divided by closing balance of loans carrying amount to the public (lending) measured at amortised cost.
Own funds	Own funds include the sum of the tier 1 capital and the supplementary capital consisting of subordinated loans, after deduction of the carrying amount of the shares in wholly owned insurance companies and the potential deduction for expected shortfall.
Risk exposure amount (REA)	Total assets and off-balance-sheet items valued on the basis of the credit and market risks, as well as operational risks of the Nordea Group's undertakings, in accordance with regulations governing capital adequacy, excluding assets in insurance companies, carrying amount of shares which have been deducted from the capital base and intangible assets.
Tier 1 capital	Tier 1 capital of consists of the sum of the CET1 capital and additional tier 1 (AT1) capital. CET1 capital consists of share capital, invested unrestricted equity, retained earnings, other reserves, and accumulated other comprehensive income, after applying regulatory deductions and adjustments. Additional tier 1 (AT1) capital consists of capital instruments that fulfil regulatory eligibility criteria, after considering regulatory deductions.
Tier 1 capital ratio	Tier 1 capital as a percentage of REA.
Total capital ratio	Own funds as a percentage of REA.

Reconciliation of Certain Key Financial Figures

The following table sets forth the specification of items affecting comparability and the calculation of the cost-to-income ratio, excluding items affecting comparability, for the years ended 31 December 2025, 2024 and 2023 and for the three months ended 31 March 2026 and 2025:

	For the three months ended 31 March		For the year ended 31 December		
	2025	2026	2023	2024	2025
	(EUR in millions)				
Items affecting comparability, before tax:					
Restructuring costs[1]	–	(190)	–	–	–
Total items affecting comparability, before tax	–	(190)	–	–	–
Total operating expenses	(1,354)	(1,565)	(5,238)	(5,330)	(5,405)
Items affecting comparability in total operating expenses	–	190	–	–	–
Total operating expenses excluding items affecting comparability	**(1,354)**	**(1,375)**	**(5,238)**	**(5,330)**	**(5,405)**
Total operating income	2,974	2,910	11,743	12,084	11,743
Items affecting comparability in total operating income	–	–	–	–	–
Total operating income excluding items affecting comparability	**2,974**	**2,910**	**11,743**	**12,084**	**11,743**
Cost-to-income ratio, per cent	45.5	53.8	44.6	44.1	46.0
Cost-to-income ratio, excluding items affecting comparability, per cent	45.5	47.3	44.6	44.1	46.0
Cost-to-income ratio, excluding items affecting comparability and regulatory fees, per cent[2]	43.7	45.5	41.9	43.1	45.0

(1) On 17 March 2026, Nordea announced that, to execute its 2030 strategy and drive structural efficiency improvements, the Nordea Group was launching restructuring initiatives to change the workforce composition and, further, that the implementation of these initiatives will result in restructuring costs amounting to EUR 190 million, of which EUR 168 million comprised staff costs, EUR 19 million comprised other expenses and EUR 3 million comprised depreciation, amortisation and impairment charges of tangible and intangible assets. These restructuring costs were booked in the first quarter of 2026.

(2) The regulatory fees for the Nordea Group were EUR 52 million and EUR 54 million for the three months ended 31 March 2026 and 2025, respectively, and EUR 116 million, EUR 117 million and EUR 316 million for the years ended 31 December 2025, 2024 and 2023, respectively.

OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following discussion is based on and should be read in conjunction with the Nordea Group's audited consolidated financial statements for the year ended and as of 31 December 2025, 31 December 2024 and 31 December 2023, as well as the notes accompanying such consolidated financial statements incorporated by reference into this Programme Document, as well as the Nordea Group's unaudited financial information for the three months ended and as of 31 March 2026, together with the unaudited comparative financial information for the three months ended and as of 31 March 2025. As from the first quarter of 2026, a new subtotal, "total operating expenses, excluding regulatory fees", has been added in the income statement, see "Operating and Financial Review and Prospects—Results of Operations—Introduction—Changed Accounting Policies and Presentation of the Financial Statements of the Nordea Group in 2026—Total Operating Expenses, Excluding Regulatory Fees". The comparative information for the years ended 31 December 2025, 2024 and 2023 and for the three months ended 31 March 2025 has been adjusted accordingly. The adjusted information is unaudited. This section contains forward-looking statements that involve inherent risks and uncertainties. Actual results may differ materially from those contained in such forward-looking statements. See "Presentation of Financial Information", "Special Notice Regarding Forward-Looking Statements" and "Risk Factors".

Overview

The Nordea Group is the leading bank in the Nordic markets (Denmark, Finland, Norway and Sweden) measured by total income. As of 31 December 2025, the Nordea Group had total assets of EUR 654.4 billion and tier 1 capital of EUR 29.4 billion, and was the largest Nordic-based asset manager with EUR 478.1 billion in assets under management. The Nordea Group's total operating income for the year ended 31 December 2025 was EUR 11,743 million.

Key Factors Affecting Results of Operations

The discussion below describes certain key factors that have affected, and may continue to affect, the Nordea Group's business, results of operations and financial condition. The impact of these and other factors may vary significantly in the future.

General Economic Conditions

The Nordea Group's results of operations are affected by general economic conditions in the countries in which it operates. The Nordea Group derives the majority of its income from its operations in the Nordic countries. Generally, macroeconomic factors, such as GDP growth, business events and turnover, unemployment rates and inflation rates, have an impact, in particular, on the following:

- Corporate and household customers' investment and business activities, which lead to credit decisions and drive the need for external funding and, as a result, impact growth in lending volumes.
- Changes in monetary policies, in particular with respect to interest rate levels, which have an effect on the net interest margin of the Nordea Group.
- Loan losses and loan impairments, which generally, though with some delay, correlate with macroeconomic developments.
- The developments in asset prices, including prices of equity and debt securities, which impact, in particular, asset management commissions, income from the Nordea Group's life insurance business and its treasury, equity and corporate finance operations, which are, in part, driven by the performance of the underlying investments.
- Downgrades or upgrades in internal credit ratings of customers due to deterioration or improvement in their credit quality, which impact the Nordea Group's regulatory capital levels and, indirectly, the Nordea Group's ability to increase lending volumes. See "*Risk Management—Credit Risk Management—Credit Risk Mitigation—Measurement Methods*".
- Volatility in interest rates, currency rates, security and commodity prices, which, among other things, has an impact on customers' demand for risk management products.

In 2023, accelerated inflation both globally and in the Nordic region resulted in increases of benchmark interest rates. In 2024, the inflation rates declined, approaching the 2 per cent target of most advanced economies, prompting central banks to start bringing interest rates down from their highest levels. However, these decreases were gradual and, notwithstanding recent interest rate decreases by certain central banks, including three decreases by the ECB to its benchmark rate in 2025, interest rate levels that are elevated relative to the interest rates prior to 2023 may continue at least in the near term. The market conditions have also been, and are likely to continue to be, affected by weak consumer confidence, the timing of monetary policy changes in the United States, volatile global oil prices, including the significant increase in oil prices in 2026 following the start of Israel's and the United States' war against Iran, and elevated debt levels in China. Recent

changes in certain policy goals of the current U.S. government and in trade policies globally, including the introduction of protectionist initiatives such as new or higher tariffs, have also caused, and are likely to continue to cause, volatility in the financial markets and concern about the development of the global economy. For example, as of the date of this Programme Document, the United States applies a temporary universal 10 per cent tariff on imports that is expected to remain in effect until 24 July 2026. The U.S. government has also indicated that it is looking to replace this temporary tariff with a more permanent tariff structure, including potentially higher tariff rates. Adverse geopolitical developments and trade tensions may, among other things, result in reduced consumer spending and lower economic activity, which may particularly impact small and medium-sized enterprises in certain industries. Furthermore, potential adverse impacts on income could arise due to financial market volatility and reduced banking activity impacting transaction volumes and customer activity. Concerns about economic development can also result in changes in monetary policies. For example, in April 2025, the ECB announced a decrease to its main benchmark rate, citing growing global trade tensions and related deterioration in economic outlook as the primary reason for the interest rate action. Other geopolitical events, such as Russia's war against Ukraine, Israel's and the United States' war against Iran and the Israel-Hamas war in Gaza and concerns of any further escalation of these conflicts and related adverse effects (such as, among others, increased energy, food and commodity prices and challenges to global supply chains), continued unrest elsewhere in the Middle East and Red Sea region, tensions in the Korean Peninsula and in Taiwan, and pandemics and other widespread public health crises have also resulted in, and are likely to continue to create, uncertainty in the global markets. See also "*Risk Factors—Risks Relating to Macroeconomic Conditions—Negative economic developments and conditions in the markets in which the Nordea Group operates can adversely affect the Nordea Group's business and results of operations*" and "*—Disruptions and volatility in the global financial markets and economies may adversely impact the Nordea Group*".

The global economic growth slowed down in 2023 as central banks were actively tightening monetary policy to combat the high inflation. A decline in trade amid geopolitical tensions and increased protectionism also had an adverse effect on the global economy, which grew by 3.2 per cent in terms of real GDP in 2023, a decline from the previous year. In 2024, the global economic growth remained moderate with real GDP growth of 3.3 per cent. The growth in 2024 primarily relied on the services sector, while political uncertainty and earlier monetary policy tightening hampered growth in particular within housing and manufacturing. In the euro area, consumer confidence remained below the long-term average and consumer purchasing power remained constrained and real GDP grew only by 0.7 per cent in 2024. Despite the high level of geopolitical and political uncertainty, the global economy showed resilience in 2025. The global real GDP growth is estimated to have been 3.3 per cent in 2025, unchanged from 2024. European economies showed signs of a modest recovery 2025, with real GDP in the euro area estimated to have increased by 1.5 per cent. However, performance across the continent was uneven.

Reflecting the developments in the global and European economic environment during the past three years, the overall environment in which the Nordea Group operates has been characterised by low interest rates, challenging macroeconomic development in certain markets and, at times, volatile financial markets. However, despite the economic environment, the economies of all of the Nordic countries performed relatively well when compared to rest of Europe, however with regional variations.

In 2023, the Nordic economies started to be impacted by higher interest rates and decreased global demand, with the challenging economic environment expected to continue at least in the near term. The development of the Nordic economies in 2023 was twofold, with the Danish and Norwegian economies growing by 2.5 per cent and 0.7 per cent, respectively, in terms of real GDP, while the real GDP contracted by 1.2 per cent in Finland and remained unchanged in Sweden in 2023.

The Danish economy showed the strongest growth and its real GDP increased by 3.5 per cent in 2024 supported, in particular, by manufacturing production, especially in the pharmaceuticals sector. The Swedish real GDP increased by 1.0 per cent in 2024, reflecting good performance in the export sector, while the growth of real GDP in Norway was 0.6 per cent, mainly driven by public spending and oil investment. Reflecting the continued consumer cautiousness, the Finnish economy grew by 0.4 per cent in terms of real GDP in 2024.

Denmark continued to be the fastest growing economy in the Nordic region in 2025, with its real GDP estimated to have increased by 2.8 per cent. This increase was driven by the pharmaceuticals sector and, to a lesser extent, growth in private consumption. The Swedish economy is estimated to have grown by 1.9 per cent in 2025, reflecting increased household consumption and public investment, particularly in defence, while the Norwegian real GDP is estimated to have increased by 1.6 per cent in 2025 supported by oil investment and recovering household purchasing power. The size of the Finnish economy is estimated to have remained unchanged in 2025 compared to 2024, reflecting weak consumer confidence and falling housing prices that continued to hold back private consumption and construction investments.

The total lending and deposit volumes of the Nordea Group increased in 2025 compared to 2024, primarily reflecting increases in corporate lending and household deposits. Compared to 2023, the total lending and deposit volumes of the Nordea Group increased in 2024, driven primarily by increased household lending and corporate deposits. Net interest margins, which vary according to prevailing interest rates and tend to be compressed in a low interest rate environment, are an important factor in determining the profitability of the Nordea Group. Reflecting decreases in benchmark rates in

2025, the net interest margin of the Nordea Group was 1.62 per cent compared to a net interest margin of 1.78 per cent in 2024 and 1.72 per cent in 2023.

Net loan losses of the Nordea Group were EUR 21 million in 2025 compared to net loan losses of EUR 198 million in 2024. The decrease in net loan losses was primarily attributable to the release of management judgment allowances in 2025, which reflected strong credit quality, decreased uncertainty during the year and lower credit risk due to lower interest rates and inflation. In 2025, the total cumulative management judgment reserve decreased by EUR 138 million, or 33.3 per cent, to EUR 276 million from EUR 414 million in 2024. However, the allowances remained at substantial levels due to continued geopolitical and macroeconomic uncertainty. In 2024, net loan losses of the Nordea Group were EUR 198 million in 2024 compared to net loan losses of EUR 187 million in 2023. This increase was primarily attributable to new provisions for a few corporate customers affected by specific circumstances rather than a wider deterioration in the corporate portfolio quality.

Currency Fluctuations

The Nordea Group prepares its consolidated financial statements in euro, but the functional currencies for its Swedish, Danish and Norwegian banking businesses are Swedish krona, Danish krone and Norwegian krone, respectively. Similarly, most of Nordea's subsidiaries prepare their financial statements in the local currency. When preparing its consolidated balance sheet, the Nordea Group translates all non-euro denominated assets and liabilities into euro at the exchange rates prevailing in the market on the relevant balance sheet date. For the purposes of the consolidated income statement, the Nordea Group translates its non-euro income and expense items into euro at average exchange rates which prevailed during the relevant accounting period. The Nordea Group shows translation differences for its consolidated subsidiaries through booking such differences into other comprehensive income. The Nordea Group is also exposed to fluctuations between the U.S. dollar and the euro, primarily arising from the Nordea Group's lending to its Shipping, Offshore & Oil Services customers. In addition, the Nordea Group is also subject to foreign exchange risk in connection with its non-euro denominated funding arrangements. These exposures have to date had a limited impact on the Nordea Group's results of operations as, similar to its other currency exposures, the Nordea Group has sought to hedge these exposures through matched funding. Currency fluctuations increased the Nordea Group's income and expenses by 1 percentage point in 2025. In 2024, currency fluctuations did not have a significant impact on the Nordea Group's income or expenses. Currency fluctuations decreased the Nordea Group's income and expenses by 5 percentage points in 2023. The Nordea Group is also subject to foreign exchange risk in connection with its non-euro denominated funding arrangements. See also "*—Balance Sheet Information—Nordea Group*" below for information on the effect on currency fluctuations on the Nordea Group's assets and liabilities, "*Risk Management—Market Risk—Market Risk Analysis" and "Risk Factors—Risks Relating to Market Exposure—The Nordea Group is exposed to structural market risk—Banking Book Market Risk*".

Regulatory Environment

The Nordea Group operates in a highly regulated industry. As a result, the Nordea Group has been, and continues to be, substantially affected by government regulations in the Nordic countries. The Nordea Group is under the direct supervision of the ECB and subject to Finnish regulations. Many of the Nordea Group's operations are also subject to the supervision of other local supervisory authorities. The Nordea Group is also subject to various EU regulations with direct applicability and EU directives that are implemented through local laws.

The capital adequacy framework applicable to the Nordea Group has been reformed to reflect the Basel III framework, including the higher capital requirements set forth in CRD.

Basel III is a global regulatory framework for bank capital adequacy, stress testing and liquidity risk. In December 2017, the finalised Basel III framework, often referred to as "Basel IV", was published. Basel IV entered into force from 2023 and included revisions to credit risk, market risk, operational risk, credit valuation adjustment risk and the leverage ratio and also introduced a new output floor. The Basel IV package was implemented into the CRR and became effective on 1 January 2025 (the so-called "CRR 3" updates, see "*Supervision and Regulation—Capital Adequacy, Liquidity and Leverage—Measures Related to Finalisation of Basel III*"). Related regulations, including those concerning the resolution regimes applicable to financial institutions, have also been subject to numerous updates. See also "*Supervision and Regulation*".

Compliance with capital regulations requires additional capital buffers and costs, which in turn could affect the Nordea Group's results of operations and financial position. See also "*Risk Factors—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—The Nordea Group is subject to extensive regulation that is subject to change*" as well as "*Supervision and Regulation*". Further, the MREL requirements could require the Nordea Group to issue additional MREL eligible liabilities in order to meet the new requirements within the required timeframes and to hold additional funds and/or eligible liabilities in order to satisfy the MREL requirements set for the Nordea Group, which, in turn, may affect the Nordea Group's capital structure. See also "*Risk Factors—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—Regulatory actions may affect the Nordea Group's funding needs and capital position*".

Financial Targets, Dividend Policy and Capital Policy

Nordea targets a return on equity of greater than 15 per cent through the 2026 to 2030 period, and significantly higher in 2030, and a cost-to-income ratio excluding regulatory fees of 40 to 42 per cent in 2030. These targets are expected to be supported by an annual net loan loss ratio of around 10 basis points and the continuation of Nordea's well-established capital and dividend policies.

Nordea's financial outlook for 2026 is a return on equity above 15 per cent and a cost-to-income ratio excluding regulatory fees of around 45 per cent.

Nordea's dividend policy is to distribute 60 to 70 per cent of the net profit for the year to shareholders while maintaining a strong capital position in line with the capital policy. Excess capital in relation to capital targets may be subject to share buy-back considerations.

The Nordea Group's capital policy is to target a management buffer of 150 basis points above the regulatory CET1 capital ratio requirement. See also "*Supervision and Regulation—Capital Adequacy, Liquidity and Leverage*".

The Nordea Group has expressed an intention to respect the hierarchy of capital instruments when making decisions on discretionary payments. However, the Nordea Group may at any time depart from this approach at its sole discretion.

See also "*Special Notice Regarding Forward-Looking Statements*".

Recent Events

European Banking Authority Stress Test

On 1 August 2025, the European Banking Authority published the results of the EU-wide stress test conducted in cooperation with the European Systemic Risk Board, the ECB and the European Commission. The forward-looking analysis covered the period from 2025 to 2027 and considered the resilience of financial institutions to adverse economic shocks. Under the test's severe stress scenario, the Nordea Group's CET1 capital ratio was estimated to decline from 15.8 per cent as of 31 December 2024 to 12.2 per cent as of 31 December 2025 (low point). The reported CET1 capital ratio (including the result for the period) of the Nordea Group as of 31 December 2025 was 15.7 per cent.

The 2025 European Banking Authority stress test included an examination of capital depletion in a fully implemented CRR 3 capital regime. This reflects the unmitigated outcome for REA, calculated using the full standardised approach, which is the base of the output floor. In such a regime, the Nordea Group's CET1 capital ratio would decline to 10.2 per cent as of 31 December 2025 from 12.8 per cent as of 1 January 2025.

Nordea believes that the methodology and scenario assumptions used for the 2025 European Banking Authority stress test are relatively severe for the Nordea Group's Nordic operating geographies and views the outcome of the stress test as conservative compared to the Nordea Group's overall risk position. The 2025 European Banking Authority stress test is not expected to result in changes to the Nordea Group's business strategy, risk management or capital strategy.

The European Banking Authority launched its 2026 stress tests in December 2025 and expects to publish the aggregate results in the summer of 2026.

Pillar 2 Global Anti-Base-Erosion Tax Reform

In December 2022, the EU Member States adopted the Pillar 2 Rules. Most jurisdictions in which the Nordea Group operates have transposed the Pillar 2 Rules into national law with effect from 1 January 2024, including Finland where Nordea, the ultimate parent company of the Nordea Group, is incorporated. Nordea is liable to pay a top-up tax if it does not meet the minimum effective tax rate under the Pillar 2 Rules of 15 per cent in each jurisdiction in which it operates.

Full calculations and filings under the Pillar 2 Rules are not required for the financial years 2024–2027 for jurisdictions meeting the requirements of the transitional safe harbours under the Pillar 2 Rules. Based on Nordea's current assessment, the requirements in all significant jurisdictions are expected to be met. Consequently, the preparation of full calculations under the Pillar 2 Rules is expected to be postponed and, therefore, no current tax impact was recognised for the financial year 2025.

The Nordea Group's assessments for the most significant entities indicate that no material top-up tax exposures are expected. However, it is not possible to fully conclude on the final impact until the practical implementation of the Pillar 2 Rules has been completed by the local legislators and tax authorities. See also "*Note G2.11 (Taxes – Pillar 2 Global Anti-Base-Erosion tax reform)*" to the audited consolidated financial statements and related notes of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Reciprocation of the Norwegian Systemic Risk Buffer

On 26 June 2025, as part of its macroprudential decision, the FFSA decided to fully reciprocate the Norwegian systemic risk buffer of 4.5 per cent from 1 October 2025 onwards. This follows the FFSA's decision to partially reciprocate the Norwegian systemic risk buffer at a level of 3.5 per cent in June 2023. The full reciprocation resulted in an increase of approximately 20 basis points in the CET1 capital requirement for the Nordea Group. Nordea does not agree with the decision to increase the Nordea Group's capital requirements in this manner. As part of its decision, the FFSA also decided to maintain the 1.0 per cent Finnish systemic risk buffer and the 2.5 per cent O-SII buffer for the Nordea Group.

Issuance of Additional Tier 1 Conversion Notes

On 27 August 2025, Nordea issued NOK 3.5 billion and SEK 2.5 billion in perpetual floating rate additional tier 1 (AT1) conversion notes and, on 10 September 2025, USD 850 million in perpetual reset additional tier 1 (AT1) conversion notes under the Programme. If the CET1 capital ratio of either Nordea Bank Abp on a solo basis or the Nordea Group on a consolidated basis falls below 5.125 per cent, these additional tier 1 (AT1) conversion notes will automatically be converted into ordinary shares in Nordea in accordance with the applicable terms and conditions of the additional tier 1 (AT1) conversion notes.

Share Buy-back Programme

On 16 December 2025, Nordea announced a new share buy-back programme of up to EUR 500 million. This programme commenced on 18 December 2025 and completed on 20 April 2026. During the duration of this programme, Nordea repurchased a total of 31,042,146 of its own shares at an average price per share of EUR 16.10. The programme reduced Nordea's unrestricted equity by EUR 500 million and the repurchased shares were cancelled on a monthly basis. Since the inception of the inaugural buy-back programme in October 2021, Nordea has distributed EUR 7.0 billion to its shareholders through repurchasing approximately 655 million shares at an average price of EUR 10.67 per share.

Restructuring Costs Relating to 2030 Strategy Implementation

On 17 March 2026, Nordea announced that, to execute its 2030 strategy and drive structural efficiency improvements, the Nordea Group was launching restructuring initiatives to change the workforce composition and, further, that the implementation of these initiatives will result in restructuring costs amounting to EUR 190 million, of which EUR 168 million comprised staff costs, EUR 19 million comprised other expenses and EUR 3 million comprised depreciation, amortisation and impairment charges of tangible and intangible assets. These restructuring costs were booked in the first quarter of 2026. Approximately 1,500 employees across the Nordea Group are expected to be impacted in 2026 and 2027, subject to relevant union negotiation and consultation processes. The restructuring costs are treated by the Nordea Group as an item affecting comparability and are excluded from Nordea's 2026 financial outlook. See also "*—Financial Targets, Dividend Policy and Capital Policy*" above and "*Description of the Nordea Group—Strategy*".

Mid-Year Dividend

The 2026 AGM of Nordea held on 24 March 2026 authorised the board of directors of Nordea to decide on the distribution of a mid-year dividend in 2026. The mid-year dividend amount is to be set at a level corresponding to approximately 50 per cent of the Nordea Group's net profit for the six-month period ending 30 June 2026, while being subject to a maximum total amount of EUR 3 billion. The mid-year dividend is considered to form the first part of the total dividend distribution to be paid for the financial year ending 31 December 2026 under Nordea's dividend policy. The mid-year dividend will be paid based on the annual accounts for the financial year ended 31 December 2025. The board of directors of Nordea intends to decide on the mid-year dividend in conjunction with the interim report for the second quarter of 2026.

SRB Decision on MREL Requirements

In the first quarter of 2026, Nordea received the SRB's decision on the Nordea Group's updated MREL requirements. The MREL requirements that the Nordea Group must meet are 23.6 per cent of REA excluding the combined buffer requirement and 6.2 per cent of the leverage ratio exposure ("**LRE**"). The subordination requirements, which were reduced compared to the previous requirements, are 14.6 per cent of REA excluding the combined buffer requirement and 6.2 per cent of LRE. The SRB assesses and updates the requirements annually.

Results of Operations

Introduction

Business Area and Segment Information

As part of its ongoing financial reporting, in addition to operating segment reporting, the Nordea Group reports its results on a business area basis. For the three months ended 31 March 2026 and 2025 and for the years ended 31 December 2025, 2024 and 2023, the main differences between the Nordea Group's operating segment reporting and business area reporting

are that operating segment reporting has been prepared using plan exchange rates. As of the date of this Programme Document, the Nordea Group has four main business areas: Personal Banking, Business Banking, Large Corporates & Institutions and Asset & Wealth Management.

Nordea also reports its results for its main geographical markets. For more information on the results of the geographical areas of the Nordea Group, see "*Note G2.1*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

The business area information in the discussion below under "*—Results of Operations on a Business Area Basis for the Three Months Ended 31 March 2026 and 2025*" is based on the business area information for the three months ended 31 March 2026, including comparative information for the three months ended 31 March 2025, included in the section "Business areas" in the Nordea Group's interim report for the three-month period ended 31 March 2026 and is presented excluding items affecting comparability (see "*—Recent Events—Restructuring Costs Relating to 2030 Strategy Implementation*" below). The business area information in the discussion below under "*—Results of Operations on a Business Area Basis for 2025, 2024 and 2023*" is based on the business area information for the year ended 31 December 2025, including comparative information for the year ended 31 December 2024 included in the "Board of Directors Report" in the 2025 annual report of Nordea, and for the year ended 31 December 2024, including comparative information for the year ended 31 December 2023, included in the "Board of Directors Report" the 2024 annual report of Nordea.

Given that the plan rates used in the preparation of the business area information for these years are different, the discussion of results of operations of the Nordea Group on a business area basis below under "*—Results of Operations on a Business Area Basis for 2025, 2024 and 2023*" is presented separately for the years ended 31 December 2025 and 2024 and for the years ended 31 December 2024 and 2023.

In the discussion of results of operations of the Nordea Group on a business area basis for the years ended 31 December 2025, 2024 and 2023 below under "*—Results of Operations on a Business Area Basis for 2025, 2024 and 2023*", the figures have not been restated to reflect the implementation of the new internal allocation framework from the beginning of 2024.

Changed Accounting Policies and Presentation of the Financial Statements of the Nordea Group in 2024

Changed Presentation of Net Fee and Commission Income

As from the first quarter of 2024, the line items "payments" and "cards" in the note related to net fee and commission income in the consolidated financial statements of the Nordea Group have been replaced by a single line labelled "payments and cards". Payment and card services are often offered as a package which makes it difficult to distinguish between payment-related commission income and card-related commission income. Comparative figures for the year ended 31 December 2023 included in the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2024 have been restated accordingly and the impact of the full year 2023 can be found in the table below:

	For the year ended 31 December 2023		
	Old policy	Change	New policy
	(EUR in millions)		
Payments	253	(253)	–
Cards	291	(291)	–
Payments and cards	–	544	544

For additional information, see "*Note G1 (Accounting policies)*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2024 incorporated by reference into this Programme Document.

Changed Accounting Policies and Presentation of the Financial Statements of the Nordea Group in 2025

Changed Presentation of Net Fee and Commission Income

As from the first quarter of 2025, net fee and commission income previously presented in the line item "life and pension" in the note "net fee and commission income" in the consolidated financial statements of the Nordea Group is included in the line item "asset management" in the same note as these items are similar in nature. Comparative figures for the year ended 31 December 2024 included in the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 have been restated accordingly.

Changes to IFRS Accounting Standards

The IASB has published amendments to "*IAS 21 The Effects of Changes in Foreign Exchange Rates: Lack of Exchangeability*" which were implemented by the Nordea Group on 1 January 2025 but which have not had any significant impact on the Nordea Group's financial statements.

Changed Accounting Policies and Presentation of the Financial Statements of the Nordea Group in 2026

Total Operating Expenses, Excluding Regulatory Fees

As from the first quarter of 2026, a new subtotal, "total operating expenses, excluding regulatory fees", has been added in the income statement. Regulatory fees constitute operating expenses over which the Nordea Group has no control. As a result, the new subtotal provides a more accurate representation of Nordea's financial performance. Comparative figures for the three months ended 31 March 2025 included in the unaudited interim consolidated financial statements of the Nordea Group for the three months ended and as of 31 March 2026 have been restated accordingly.

Changes to IFRS Accounting Standards

Amendments to the Classification and Measurement of Financial Instruments (Amendments to IFRS 9 and IFRS 7) were implemented by the Nordea Group on 1 January 2026. The amendments clarify whether contractual cash flows of financial assets with contingent features, including ESG-linked features, represent solely payments of principal and interest ("**SPPI**"), which is a condition for being measured at amortised cost. Under the amendments, certain financial assets, including those with ESG-linked features, can meet the SPPI criterion at initial recognition, provided that their cash flows are not significantly different from the cash flows of identical financial assets without such features. The new requirements support the Nordea Group's current accounting treatment of loans with ESG-linked features. The amendments also clarify the characteristics of contractually linked instruments and non-recourse features. In addition, the amendments address the recognition and derecognition of financial assets and financial liabilities, including an optional exception relating to the derecognition of financial liabilities settled using an electronic payment system. None of these amendments had any significant impact on the Nordea Group's interim financial statements, classification or financial assets or capital adequacy in the period of initial application.

The following changes in IFRS Accounting Standards were also implemented by the Nordea Group on 1 January 2026 but have not had any significant impact on its financial statements or capital adequacy in the period of their initial application: Contracts Referencing Nature-dependent Electricity (Amendments to IFRS 9 and IFRS 7) and Annual Improvements – Volume 11.

Changed Accounting Policies and Presentation of the Financial Statements of Nordea Bank Abp in 2026

As of 1 January 2026, Nordea Bank Abp adopted "*IFRS 16 – Leases*", as permitted under the Finnish Accounting Standards, to align the accounting policy and presentation of leases with the consolidated financial statements of the Nordea Group, which adopted "*IFRS 16 – Leases*" in 2019. Nordea Bank Abp's leases are mainly related to office premises contracts but also to company cars and IT hardware. In accordance with "*IFRS 16 – Leases*", at the commencement date each lease should be accounted for on the balance sheet of the lessee as a right-of-use asset at cost and as a lease liability at the net present value of the future lease payments discounted by using the lessee's incremental borrowing rate at the commencement date of the lease contract. The right-of-use assets are subsequently depreciated on a straight-line basis over the lease term, and the lease liability is measured using the effective interest rate method and decreased by lease payments made. At the transition date, the impact on 1 January 2025 on right-of-use assets was estimated at EUR 1,257 million, EUR 1,101 million on lease liabilities and negative EUR 14 million on retained earnings. For more information on the restatement, including the impact of the implementation of the adoption of "*IFRS 16 – Leases*", see "*Note 1 – Accounting policies*" to the unaudited nonconsolidated financial information of Nordea Bank Abp for the three months ended and as of 31 March 2026 incorporated by reference into this Programme Document.

Results of Operations on a Consolidated Basis for the Three Months Ended and as of 31 March 2026 and 2025

The below discussion of results of operations of the Nordea Group for the three months ended 31 March 2026 and 2025. For a presentation and analysis of the components of the Nordea Group's consolidated income statement, see "*Selected Consolidated Financial and Other Data*" and "*Selected Statistical Data and Other Information—Analysis of Changes in Interest Income and Expense*".

Net Interest Income

In the three months ended 31 March 2026, net interest income decreased by EUR 70 million, or 3.8 per cent, to EUR 1,759 million from EUR 1,829 million in the corresponding period in 2025. The decrease in net interest income was primarily attributable to lower deposit and equity margins due to policy rate reductions and lower lending margins, partially offset by higher lending and deposit volumes, deposit hedge contribution, higher treasury income and positive exchange rate effects. The Nordea Group's net interest margin, which represents the total net interest income for the period as a percentage of average interest-earning assets, was 1.57 per cent in the three months ended 31 March 2026, a decrease compared to a net interest margin of 1.70 per cent in the corresponding period in 2025 (see also "*Selected Consolidated Financial and Other Data—Definitions of Regulatory Ratios and Other Data*"). Compared to 31 March 2025, total lending to the public (excluding repurchase agreements) increased by EUR 17.9 billion, or 5.3 per cent, from EUR 335.7 billion to EUR 353.6 billion as of 31 March 2026. Deposit volumes from the public (excluding repurchase agreements) decreased

by EUR 1.2 billion, or 0.5 per cent, from EUR 221.2 billion as of 31 March 2025 to EUR 220.0 billion as of 31 March 2026.

In the three months ended 31 March 2026, net interest income of Personal Banking decreased by EUR 83 million, or 9.8 per cent, to EUR 763 million from EUR 846 million in the corresponding period in 2025. This decrease was mainly due to lower interest rates, reflected in lower deposit margins, and competitive pressure on lending margins in Norway and Sweden, partially offset by higher deposit and lending volumes and deposit hedge contribution. Net interest income of Business Banking decreased by EUR 21 million, or 3.8 per cent, to EUR 525 million in the three months ended 31 March 2026 from EUR 546 million in the corresponding period in 2025. This decrease was mainly due to lower deposit margins following decreases in policy rates and lower lending margins due to competition, partially offset by higher lending and, to a lesser extent, deposit volumes. Net interest income of Large Corporates & Institutions decreased by EUR 8 million, or 2.4 per cent, to EUR 326 million in the three months ended 31 March 2026 from EUR 334 million in the corresponding period in 2025. This decrease was primarily attributable to lower lending and deposit margins and lower Treasury income, partially offset by higher lending volumes. Net interest income of Asset & Wealth Management decreased by EUR 6 million, or 7.7 per cent, to EUR 72 million in the three months ended 31 March 2026 from EUR 78 million in the corresponding period in 2025. This decrease was primarily attributable to lower deposit and lending margins, reflecting lower interest rates. In the three months ended 31 March 2026, net interest income of Group Functions was EUR 73 million compared to net interest income of EUR 25 million in the corresponding period in 2025. This increase was primarily attributable to higher net interest income in Group Treasury.

Net Fee and Commission Income

The following table sets forth the components of the Nordea Group's net fee and commission income for the periods indicated:

	For the three months ended 31 March		
	2025	**Change[(1)]**	**2026**
	(EUR in millions)	**(per cent)**	**(EUR in millions)**
Asset management	478	5.4	504
Deposit products	5	0.0	5
Custody and issuer services	(3)	100.0	(6)
Brokerage and advisory	53	7.5	57
Payments and cards	147	6.1	156
Lending	106	10.4	117
Guarantees	9	11.1	10
Other	(2)	(50.0)	(1)
Net fee and commission income	**793**	6.2	**842**

(1) Indicates percentage change from the three months ended 31 March 2025 to the three months ended 31 March 2026.

In the three months ended 31 March 2026, net fee and commission income increased by EUR 49 million, or 6.2 per cent, to EUR 842 million from EUR 793 million in the corresponding period in 2025. The increase in net fee and commission income was primarily attributable to higher average assets under management and activity levels driving growth in savings income, payment and card fee income and lending fee income. The Nordea Group's assets under management were EUR 464.3 billion as of 31 March 2026, an increase of EUR 38.4 billion, or 9.0 per cent, compared to assets under management of EUR 425.9 billion as of 31 March 2025. This increase was primarily attributable to increased assets under management in Private Banking.

Net Insurance Result

In the three months ended 31 March 2026, net insurance result increased by EUR 15 million, or 27.8 per cent, to EUR 69 million from EUR 54 million in the corresponding period in 2025. The increase was primarily attributable to the development in medium-to-long-term interest rates positively impacting Finnish insurance products.

Net Result from Items at Fair Value

In the three months ended 31 March 2026, net result from items at fair value decreased by EUR 63 million, or 21.8 per cent, to EUR 226 million from EUR 289 million in the corresponding period in 2025. The decrease was primarily attributable to the unexpected sharp increases in EUR and SEK interest rate expectations following the escalation in the Middle East conflict, which led to exceptional losses across certain desks. For additional information on Group-level net result from items at fair value, see "*Note 6 – Net result from items at fair value*" to the unaudited consolidated interim financial statements of the Nordea Group for the three months ended and as of 31 March 2026 incorporated by reference into this Programme Document.

Profit/Loss from Associated Undertakings and Joint Ventures Accounted for under the Equity Method

Profit from associated undertakings and joint ventures accounted for under the equity method was EUR 1 million in the three months ended 31 March 2026, compared to loss from associated undertakings and joint ventures accounted for under the equity method of EUR 3 million in the corresponding period in 2025.

Other Operating Income

In the three months ended 31 March 2026, other operating income increased by EUR 1 million, or 8.3 per cent, to EUR 13 million from EUR 12 million in the corresponding period in 2025.

Operating Expenses

The following table sets forth the components of the Nordea Group's operating expenses for the periods indicated:

	For the three months ended 31 March		
	2025	Change[(1)]	2026
	(EUR in millions)	(per cent)	(EUR in millions)
Operating expenses			
General administrative expenses:			
Staff costs	(792)	23.6	(979)
Other expenses	(359)	4.7	(376)
Depreciation, amortisation and impairment charges of tangible and intangible assets	(149)	6.0	(158)
Operating expenses, excl. regulatory fees	(1,300)	16.4	(1,513)
Regulatory fees	(54)	(3.7)	(52)
Total operating expenses	**(1,354)**	15.6	**(1,565)**

(1) Indicates percentage change from the three months ended 31 March 2025 to 31 March 2026.

Staff Costs

In the three months ended 31 March 2026, staff costs of the Nordea Group increased by EUR 187 million, or 23.6 per cent, to EUR 979 million, compared to EUR 792 million in the corresponding period in 2025. This increase was primarily attributable to restructuring costs of EUR 168 million related to the execution of Nordea's 2030 strategy implementation, see "*—Recent Events—Restructuring Costs Relating to 2030 Strategy Implementation*" above. Excluding the impact of the restructuring costs, staff costs of the Nordea Group increased by EUR 19 million, or 2.4 per cent, to EUR 811 million the three months ended 31 March 2026 compared to EUR 792 million in the corresponding period in 2025. This increase mainly reflected annual salary inflation, with negative exchange rate effects contributing to the increase. These increases were partially offset by active cost management, including a reduction in the number of employees. The number of full-time equivalent employees decreased from 30,343 as of 31 March 2025 to 28,747 as of 31 March 2026, primarily due to continued active cost management.

Other Expenses

In the three months ended 31 March 2026, other expenses of the Nordea Group increased by EUR 17 million, or 4.7 per cent, to EUR 376 million from EUR 359 million in the corresponding period in 2025, primarily driven by restructuring costs of EUR 19 million related to the execution of Nordea's 2030 strategy implementation. Excluding the impact of the restructuring costs, other expenses of the Nordea Group decreased by EUR 2 million, or 0.6 per cent, to EUR 357 million in the three months ended 31 March 2026 from EUR 359 million in the corresponding period in 2025, which mainly reflected lower strategic investment levels.

Depreciation, Amortisation and Impairment Charges

In the three months ended 31 March 2026, depreciation, amortisation and impairment charges of tangible and intangible assets of the Nordea Group increased by EUR 9 million, or 6.0 per cent, to EUR 158 million from EUR 149 million in the corresponding period in 2025, primarily driven by a higher run rate of asset and project amortisation and, to a lesser extent, restructuring costs of EUR 3 million related to the execution of Nordea's 2030 strategy implementation. Excluding the impact of the restructuring costs, depreciation, amortisation and impairment charges of tangible and intangible assets of the Nordea Group increased by EUR 6 million, or 4.0 per cent, to EUR 155 million in the three months ended 31 March 2026 from EUR 149 million in the corresponding period in 2025.

Regulatory Fees

In the three months ended 31 March 2026, regulatory fees of the Nordea Group decreased by EUR 2 million, or 3.7 per cent, to EUR 52 million from EUR 54 million in the corresponding period in 2025.

Cost-to-Income Ratio

The Nordea Group's cost-to-income ratio was 53.8 per cent (52.0 per cent excluding regulatory fees) in the three months ended 31 March 2026, compared to 45.5 per cent (43.7 per cent excluding regulatory fees) in the corresponding period in 2025. The increase in the cost-to-income ratio reflected the restructuring costs of EUR 190 million booked in the three months ended 31 March 2026 and related to the execution of Nordea's 2030 strategy implementation. Excluding the impact of the restructuring costs, the Nordea Group's cost-to-income ratio was 47.3 per cent (45.5 per cent excluding regulatory fees) in the three months ended 31 March 2026, compared to 45.5 per cent (43.7 per cent excluding regulatory fees) in the corresponding period in 2025.

Net Loan Losses and Similar Net Result

In the three months ended 31 March 2026, net loan losses and similar net result of the Nordea Group amounted to a net reversal of EUR 99 million compared to net loan losses and similar net result of EUR 13 million in the corresponding period in 2025. Net loan losses amounted to net reversals of EUR 86 million in the three months ended 31 March 2026 compared to net loan losses of EUR 20 million in the corresponding period in 2025. Loan losses in the three months ended 31 March 2026 were driven by losses in the corporate portfolio. As underlying loan losses had remained low since the initial build-up of the management judgment allowances during the COVID-19 pandemic, the Nordea Group decided to revise the approach to the allowances and fully deployed its remaining management judgment allowances in the first quarter of 2026. Of the EUR 276 million outstanding as of 31 December 2025, EUR 116 million was reallocated to strengthen modelled provisions and EUR 160 million was released.

Of lending to the public measured at amortised cost before allowances of EUR 302 billion as of 31 March 2026, 94 per cent was classified as stage 1, 5 per cent as stage 2 and 1 per cent as stage 3. Excluding the positive impact from the release of the management judgment allowances, loan losses were limited in the three months ended 31 March 2026 and were mainly in the corporate portfolio, where losses on three individual, and unrelated, customers amounted to EUR 56 million. Excluding these, net loan losses in the corporate portfolio were low. Net loan losses in the household portfolio were at a normal level. The revaluation of the portfolio reported at fair value, primarily the mortgage portfolio of Nordea Kredit Realkreditaktieselskab, resulted in an improvement of EUR 13 million in the three months ended 31 March 2026, mainly driven by increases in house prices in Denmark.

Income Tax Expense

Income tax expense was EUR 344 million in the three months ended 31 March 2026, compared to EUR 373 million in the corresponding period in 2025. The effective tax rate was 23.8 per cent in the three months ended 31 March 2026 and 23.2 per cent in the corresponding period in 2025.

Results of Operations on a Consolidated Basis for the Years Ended and as of 31 December 2025, 2024 and 2023

The below is a discussion of results of operations of the Nordea Group for the years ended 31 December 2025, 2024 and 2023. For a presentation and analysis of the components of the Nordea Group's consolidated income statement, see "*Selected Consolidated Financial and Other Data" and "Selected Statistical Data and Other Information—Analysis of Changes in Interest Income and Expense*".

Net Interest Income

Comparison between 2025 and 2024

In 2025, net interest income decreased by EUR 427 million, or 5.6 per cent, to EUR 7,167 million from EUR 7,594 million in 2024. The decrease in net interest income was primarily attributable to lower deposit, equity and lending margins, mainly reflecting reduced policy rates, and, to a lesser extent, higher cost of funds, partially offset by deposit hedge contribution, increased lending and deposit volumes, higher Treasury income and positive foreign exchange rate effects, in each case in 2025 compared to 2024. The Nordea Group's net interest margin, which represents the total net interest income in relation to average interest-earning assets (excluding Life & Pension and Markets), was 1.62 per cent in 2025 compared to a net interest margin of 1.78 per cent in 2024 (see also "*Selected Consolidated Financial and Other Data—Definitions of Regulatory Ratios and Other Data*"). Compared to 31 December 2024, total lending to the public (excluding repurchase agreements and securities borrowing) increased by EUR 16.7 billion, or 5.1 per cent, from EUR 329.0 billion to EUR 345.7 billion as of 31 December 2025. Deposit volumes from the public (excluding repurchase agreements and securities lending) increased by EUR 6.3 billion, or 2.9 per cent, from EUR 215.4 billion as of 31 December 2024 to EUR 221.7 billion as of 31 December 2025.

In 2025, net interest income of Personal Banking decreased by EUR 189 million, or 5.5 per cent, to EUR 3,246 million from EUR 3,435 million in 2024. This decrease was mainly due to lower deposit margins and, to a lesser extent, lower lending margins, partially offset by deposit hedge contribution, higher deposit and lending volumes, reflecting in part the acquisition of Danske Bank's Norwegian personal customer business by the Nordea Group that was completed in

November 2024, and positive foreign exchange rate effects. Net interest income of Business Banking decreased by EUR 174 million, or 7.5 per cent, to EUR 2,141 million in 2025 from EUR 2,315 million in 2024. This decrease was primarily attributable to lower deposit margins and, to a lesser extent, lower lending margins, partially offset by deposit hedge contribution, higher deposit and lending volumes and positive foreign exchange rate effects. In 2025, net interest income of Large Corporates & Institutions decreased by EUR 139 million, or 9.7 per cent, to EUR 1,295 million in 2025 from EUR 1,434 million in 2024. This decrease was primarily attributable to lower deposit and lending margins and negative other (including Treasury) net interest income, partially offset by increased lending volumes. Net interest income of Asset & Wealth Management decreased by EUR 31 million, or 9.6 per cent, to EUR 291 million in 2025 from EUR 322 million in 2024. This decrease was primarily attributable to lower deposit margins, partially offset by higher deposit and lending volumes. In 2025, net interest income of Group Functions was EUR 194 million compared to net interest income of EUR 88 million in 2024. This increase was primarily attributable to higher net interest income in Group Treasury in 2025.

Comparison between 2024 and 2023

In 2024, net interest income increased by EUR 143 million, or 1.9 per cent, to EUR 7,594 million from EUR 7,451 million in 2023. The increase in net interest income was primarily attributable to higher equity margins, increased net interest income in Treasury, improved lending margins, increased deposit volumes and a higher day count, partially offset by lower deposit margins and currency effects, in each case in 2024 compared to 2023. The Nordea Group's net interest margin, which represents the total net interest income in relation to average interest-earning assets (excluding Life & Pension and Markets), was 1.78 per cent in 2024 compared to a net interest margin of 1.72 per cent in 2023 (see also "*Selected Consolidated Financial and Other Data—Definitions of Regulatory Ratios and Other Data*"). Compared to 31 December 2023, total lending to the public (excluding repurchase agreements and securities borrowing) increased by EUR 5.0 billion, or 1.5 per cent, from EUR 324.0 billion to EUR 329.0 billion as of 31 December 2024. Deposit volumes from the public (excluding repurchase agreements and securities lending) increased by EUR 12.8 billion, or 6.3 per cent, from EUR 202.6 billion as of 31 December 2023 to EUR 215.4 billion as of 31 December 2024.

In 2024, net interest income of Personal Banking increased by EUR 39 million, or 1.2 per cent, to EUR 3,380 million from EUR 3,341 million in 2023. This increase was mainly due to higher lending margins, increased deposit volumes and a higher day count in 2024, partially offset by lower deposit margins and lending volumes as well as currency effects. Net interest income of Business Banking increased by EUR 10 million, or 0.4 per cent, to EUR 2,378 million in 2024 from EUR 2,368 million in 2023. This increase was primarily attributable to increased lending and deposit volumes and higher day count, partially offset by lower lending and deposit margins and currency effects. In 2024, net interest income of Large Corporates & Institutions remained largely unchanged at EUR 1,430 million compared to net interest income of EUR 1,429 million in 2023. Increased lending margins and a higher day count had a positive effect on the net interest income of Large Corporates & Institutions in 2024, which effect was partially offset by lower deposit margins and lending volumes as well as currency effects. Net interest income of Asset & Wealth Management increased by EUR 25 million, or 8.4 per cent, to EUR 321 million in 2024 from EUR 296 million in 2023. This increase was primarily attributable to incremental other net interest income in 2024, partially offset by lower deposit margins. In 2024, net interest income of Group Functions was EUR 85 million compared to net interest income EUR 17 million in 2023. This increase was primarily attributable to increased net interest income in Treasury in 2024.

Net Fee and Commission Income

Comparison between 2025 and 2024

The following table sets forth the components of the Nordea Group's net fee and commission income for the periods indicated:

	For the year ended 31 December		
	2024	Change[1]	2025
	(restated) (EUR in millions)	(per cent)	(EUR in millions)
Asset management[2]	1,881	3.2	1,942
Deposit products	20	(5.0)	19
Custody and issuer services	12	(58.3)	5
Brokerage and advisory	209	(3.8)	201
Payments and cards	583	4.3	608
Lending	429	7.2	460
Guarantees	37	(10.8)	33
Other	(14)	35.7	(19)
Net fee and commission income	**3,157**	2.9	**3,249**

(1) Indicates percentage change from the year ended 31 December 2024 to the year ended 31 December 2025.

(2) As from the first quarter of 2025, net fee and commission income previously presented in the line item "life and pension" has been included in the line item "asset management" as these items are similar in nature. Comparative figures for the year ended 31 December 2024 have been restated accordingly. The restated information is unaudited.

In 2025, net fee and commission income increased by EUR 92 million, or 2.9 per cent, to EUR 3,249 million from EUR 3,157 million in 2024. The increase in net fee and commission income was primarily attributable to an increase of EUR 61 million, or 3.2 per cent, in net fee and commission income from asset management. The Nordea Group's assets under management were EUR 478.1 billion as of 31 December 2025, an increase of EUR 56.1 billion, or 13.3 per cent, compared to assets under management of EUR 422.0 billion as of 31 December 2024. This increase was supported by market performance and continued momentum in both Nordic and international channels. An increase of EUR 31 million, or 7.2 per cent, in net fee and commission income from lending and an increase of EUR 25 million, or 4.3 per cent, in net fee and commission income from payments and cards contributed to the overall increase in net fee and commission income. This increase was partially offset by a decrease of EUR 8 million, or 3.8 per cent, in net fee and commission income from brokerage and advisory, mainly driven by lower corporate finance fee income, reflecting macroeconomic and geopolitical uncertainty in particular in the first half of 2025, and a decrease of EUR 7 million, or 58.3 per cent, in net fee and commission income from custody and issuer services, in each case in 2025 compared to 2024.

Comparison between 2024 and 2023

The following table sets forth the components of the Nordea Group's net fee and commission income for the periods indicated:

	For the year ended 31 December		
	2023	Change[1]	2024
	(restated) (EUR in millions)	(per cent)	(restated) (EUR in millions)
Asset management[2]	1,769	6.3	1,881
Deposit products	23	(13.0)	20
Custody and issuer services	6	100.0	12
Brokerage and advisory	194	7.7	209
Payments and cards	544	7.2	583
Lending	437	(1.8)	429
Guarantees	56	(33.9)	37
Other	(8)	75.0	(14)
Net fee and commission income	**3,021**	4.5	**3,157**

(1) Indicates percentage change from the year ended 31 December 2023 to the year ended 31 December 2024.

(2) As from the first quarter of 2025, net fee and commission income previously presented in the line item "life and pension" has been included in the line item "asset management" as these items are similar in nature. Comparative figures for the year ended 31 December 2024 and 31 December 2023 have been restated accordingly. The restated information is unaudited.

In 2024, net fee and commission income increased by EUR 136 million, or 4.5 per cent, to EUR 3,157 million from EUR 3,021 million in 2023. The increase in net fee and commission income was primarily attributable to an increase of EUR 112 million, or 6.3 per cent, in net fee and commission income from asset management. The Nordea Group's assets under management were EUR 422.0 billion as of 31 December 2024, an increase of EUR 43.5 billion, or 11.5 per cent, compared to assets under management of EUR 378.5 billion as of 31 December 2023. This increase was supported by net inflows through the Nordea Group's Nordic channels. An increase of EUR 39 million, or 7.2 per cent, in net fee and commission income from payments and cards and an increase of EUR 15 million, or 7.7 per cent, in net fee and commission income from brokerage and advisory contributed to the overall increase in net fee and commission income. This increase was partially offset by lower net fee and commission income from guarantees that decreased by EUR 19 million, or 33.9 per cent, net fee and commission income from lending that decreased by EUR 8 million, or 1.8 per cent, in each case in 2024 compared to 2023.

Net Insurance Result

Comparison between 2025 and 2024

In 2025, net insurance result decreased by EUR 11 million, or 4.3 per cent, to EUR 242 million from EUR 253 million in 2024. This decrease was primarily attributable to higher claims from insurance products.

Comparison between 2024 and 2023

In 2024, net insurance result increased by EUR 36 million, or 16.6 per cent, to EUR 253 million from EUR 217 million in 2023. This increase was primarily attributable to products within the scope of "*IFRS 17 – Insurance Contracts*" that benefited from higher interest rates in 2024 compared to 2023 and to lower claims for Danish insurance products in the first quarter of 2024, partially offset by negative effects from interest rate movements.

Net Result from Items at Fair Value

Comparison between 2025 and 2024

In 2025, net result from items at fair value increased by EUR 22 million, or 2.2 per cent, to EUR 1,045 million from EUR 1,023 million in 2024. This increase was primarily attributable to higher customer activity in foreign exchange and interest rate products and higher market-making result. For additional information on net result from items at fair value, see "*Note G2.5 (Total net result from items at fair value)*" to the audited consolidated financial statements and related notes of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Comparison between 2024 and 2023

In 2024, net result from items at fair value increased by EUR 9 million, or 0.9 per cent, to EUR 1,023 million from EUR 1,014 million in 2023. This increase was primarily attributable to higher customer activity in foreign exchange and interest rate hedging in 2024. For additional information on net result from items at fair value, see "*Note G2.5 (Total net result from items at fair value)*" to the audited consolidated financial statements and related notes of the Nordea Group for the year ended and as of 31 December 2024 incorporated by reference into this Programme Document.

Profit/Loss from Associated Undertakings and Joint Ventures Accounted for under the Equity Method

Comparison between 2025 and 2024

Loss from associated undertakings and joint ventures accounted for under the equity method was EUR 2 million in 2025, compared to profit from associated undertakings and joint ventures accounted for under the equity method of EUR 10 million in 2024.

Comparison between 2024 and 2023

Profit from associated undertakings and joint ventures accounted for under the equity method was EUR 10 million in 2024, compared to loss from associated undertakings and joint ventures accounted for under the equity method of EUR 3 million in 2023. The loss from associated undertakings and joint ventures accounted for under the equity method in 2023 reflected an impairment charge made in the first quarter of 2023.

Other Operating Income

Comparison between 2025 and 2024

In 2025, other operating income decreased by EUR 5 million, or 10.6 per cent, to EUR 42 million from EUR 47 million in 2024.

Comparison between 2024 and 2023

In 2024, other operating income increased by EUR 4 million, or 9.3 per cent, to EUR 47 million from EUR 43 million in 2023.

Operating Expenses

Comparison between 2025 and 2024

The following table sets forth the components of the Nordea Group's operating expenses for the periods indicated:

	For the year ended 31 December		
	2024	Change[(1)]	2025
	(EUR in millions)	(per cent)	(EUR in millions)
Operating expenses			
General administrative expenses:			
Staff costs	(3,106)	4.1	(3,234)
Other expenses	(1,530)	(5.8)	(1,441)
Regulatory fees	(117)	(0.9)	(116)
Depreciation, amortisation and impairment charges of tangible and intangible assets	(577)	6.4	(614)
Total operating expenses	**(5,330)**	1.4	**(5,405)**

(1) Indicates percentage change from the year ended 31 December 2024 to the year ended 31 December 2025.

Staff Costs

In 2025, staff costs of the Nordea Group increased by EUR 128 million, or 4.1 per cent, to EUR 3,234 million, compared to EUR 3,106 million in 2024. This increase was primarily attributable to additional risk management resources and annual salary inflation. The number of full-time equivalent employees decreased from 30,157 as of 31 December 2024 to 28,989 as of 31 December 2025, primarily driven by continued active cost management.

Other Expenses

In 2025, other expenses of the Nordea Group decreased by EUR 89 million, or 5.8 per cent, to EUR 1,441 million from EUR 1,530 million in 2024. This decrease was primarily driven by the higher other expenses in 2024 that reflected higher strategic investments, integration costs related to the acquisition of Danske Bank's Norwegian personal customer that was completed in November 2024 and private banking business and the settlement of a regulatory investigation in the United States.

Regulatory Fees

In 2025, regulatory fees of the Nordea Group decreased by EUR 1 million, or 0.9 per cent, to EUR 116 million from EUR 117 million in 2024.

Depreciation, Amortisation and Impairment Charges

In 2025, depreciation, amortisation and impairment charges of tangible and intangible assets of the Nordea Group increased by EUR 37 million, or 6.4 per cent, to EUR 614 million from EUR 577 million in 2024, reflecting higher depreciation and amortisation charges on intangible assets in 2025.

Cost-to-Income Ratio

The Nordea Group's cost-to-income ratio was 46.0 per cent in 2025, compared to 44.1 per cent in 2024.

Comparison between 2024 and 2023

The following table sets forth the components of the Nordea Group's operating expenses for the periods indicated:

	For the year ended 31 December		
	2023	Change[(1)]	2024
	(EUR in millions)	(per cent)	(EUR in millions)
Operating expenses			
General administrative expenses:			
Staff costs	(2,908)	6.8	(3,106)
Other expenses	(1,206)	26.9	(1,530)
Regulatory fees	(316)	(63.0)	(117)
Depreciation, amortisation and impairment charges of tangible and intangible assets	(808)	(28.6)	(577)
Total operating expenses	**(5,238)**	1.8	**(5,330)**

(1) Indicates percentage change from the year ended 31 December 2023 to the year ended 31 December 2024.

Staff Costs

In 2024, staff costs of the Nordea Group increased by EUR 198 million, or 6.8 per cent, to EUR 3,106 million, compared to EUR 2,908 million in 2023. This increase was primarily attributable to additional risk management resources and salary increases in 2024. The number of full-time equivalent employees increased from 29,153 as of 31 December 2023 to 30,157 as of 31 December 2024, primarily reflecting the increase in the number of employees in Group Functions and the acquisition of Danske Bank's Norwegian personal customer and private banking business that was completed in November 2024.

Other Expenses

In 2024, other expenses of the Nordea Group increased by EUR 324 million, or 26.9 per cent, to EUR 1,530 million from EUR 1,206 million in 2023. This increase was primarily driven by higher technology and risk management investments, integration costs related to the acquisition of Danske Bank's Norwegian personal customer and private banking business, higher business activity and a charge of EUR 32 million in the third quarter of 2024 related to the settlement between the NYDFS and Nordea.

Regulatory Fees

In 2024, regulatory fees of the Nordea Group decreased by EUR 199 million, or 63.0 per cent, to EUR 117 million from EUR 316 million in 2023. This decrease primarily reflected a substantial decrease in resolution fees in 2024.

Depreciation, Amortisation and Impairment Charges

In 2024, depreciation, amortisation and impairment charges of tangible and intangible assets of the Nordea Group decreased by EUR 231 million, or 28.6 per cent, to EUR 577 million from EUR 808 million in 2023. This decrease primarily reflected higher amortisations and impairment charges in 2023, including a EUR 193 million write-off of intangible assets in 2023.

Cost-to-Income Ratio

The Nordea Group's cost-to-income ratio was 44.1 per cent in 2024, compared to 44.6 per cent in 2023.

Net Loan Losses and Similar Net Result

Comparison between 2025 and 2024

In 2025, net loan losses and similar net result of the Nordea Group was EUR 22 million, a decrease of EUR 184 million, or 89.3 per cent, compared to net loan losses and similar net result of EUR 206 million in 2024. Net loan losses were EUR 21 million in 2025 compared to net loan losses of EUR 198 million in 2024. The decrease in net loan losses was primarily attributable to the release of management judgment allowances in 2025, which reflected strong credit quality, decreased uncertainty during the year and lower credit risk due to lower interest rates and inflation. In 2025, the total cumulative management judgment reserve decreased by EUR 138 million, or 33.3 per cent, to EUR 276 million from EUR 414 million in 2024. However, the allowances remained at substantial levels due to continued geopolitical and macroeconomic uncertainty. The distribution of net loan losses in 2025 was a profit of EUR 179 million for stages 1 and 2 together and a loss of EUR 200 million for stage 3. Of lending to the public measured at amortised cost before allowances of EUR 294 billion as of 31 December 2025, 94 per cent was classified as stage 1, 5 per cent as stage 2 and 1 per cent as stage 3.

Comparison between 2024 and 2023

In 2024, net loan losses and similar net result of the Nordea Group was EUR 206 million, an increase of EUR 39 million, or 23.4 per cent, compared to net loan losses and similar net result of EUR 167 million in 2023. Net loan losses were EUR 198 million in 2024 compared to net loan losses of EUR 187 million in 2023. The increase in net loan losses was primarily attributable to new provisions for a few corporate customers affected by specific circumstances rather than a wider deterioration in the corporate portfolio quality. The distribution of net loan losses in 2024 was a profit of EUR 37 million for stages 1 and 2 together and a loss of EUR 235 million for stage 3. Of lending to the public measured at amortised cost before allowances of EUR 278 billion as of 31 December 2024, 93 per cent was classified as stage 1, 6 per cent as stage 2 and 1 per cent as stage 3. In 2024, the total cumulative management judgment reserve decreased by EUR 81 million, or 16.4 per cent, to EUR 414 million from EUR 495 million in 2023. This decrease was attributable to the improved outlook in the Nordics driven by lower inflation and interest rates. The Nordea Group's direct credit exposure to Russian counterparties, after provisions, was below EUR 50 million as of 31 December 2024.

Income Tax Expense

Comparison between 2025 and 2024

Income tax expense of the Nordea Group was EUR 1,476 million in 2025, compared to EUR 1,489 million in 2024. The effective tax rate was 23.4 per cent in 2025 and 22.7 per cent in 2024.

Comparison between 2024 and 2023

Income tax expense of the Nordea Group was EUR 1,489 million in 2024, compared to EUR 1,404 million in 2023. The effective tax rate was 22.7 per cent in 2024 and 22.2 per cent in 2023.

Results of Operations on a Business Area Basis for the Three Months Ended 31 March 2026 and 2025

The business area information in the discussion below is based on the business area information for the three months ended 31 March 2026, including comparative information for the three months ended 31 March 2025, included in the section "Business areas" in the Nordea Group's interim report for the three months ended 31 March 2026. For more information, see "*—Introduction—Business Area and Segment Information*" above.

The following table sets forth income statement and balance sheet data of the Nordea Group, excluding items affecting comparability, on a business area basis for the three months ended and as of 31 March 2026 and 2025:

	For the three months ended and as of 31 March									
	Personal Banking		Business Banking		Large Corporates & Institutions		Asset & Wealth Management		Group Functions	
	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026
Income statement data (EUR in millions)										
Net interest income	846	763	546	525	334	326	78	72	25	73
Net fee and commission income	295	314	152	162	122	139	236	241	(12)	(14)
Net result from items at fair value	16	8	105	113	164	100	15	19	(11)	(14)
Net insurance result	26	38	8	10	0	0	19	20	1	1
Other income	1	4	8	7	0	1	0	0	0	2
Total operating income	**1,184**	**1,127**	**819**	**817**	**620**	**566**	**348**	**352**	**3**	**48**
Total operating expenses	**(617)**	**(635)**	**(361)**	**(382)**	**(233)**	**(237)**	**(154)**	**(152)**	**11**	**31**
Net loan losses and similar net result	5	27	(23)	55	2	12	1	6	2	(1)
Operating profit	**572**	**519**	**435**	**490**	**389**	**341**	**195**	**206**	**16**	**78**
Balance sheet data (EUR in billions)										
Total lending[(1)]	180.5	182.6	90.7	98.2	54.4	62.0	12.8	13.4	(2.7)	(2.6)
Total deposits[(1)]	92.9	97.2	53.7	57.8	54.6	52.0	13.4	13.9	6.6	(0.9)

(1) Excluding repurchase agreements and security lending/borrowing agreements.

Personal Banking

Personal Banking serves the Nordea Group's household customers through various channels offering a full range of financial services and solutions. Personal Banking comprises the customer units (Personal Banking Denmark, Personal Banking Finland, Personal Banking Norway, Personal Banking Sweden), Products & Development, Group Digital, Nordic Customer Experience & Engagement, Customer Experience, Personal Banking Office and Personal Banking COO Organisation.

Total Operating Income

In the three months ended 31 March 2026, total operating income of Personal Banking decreased by EUR 57 million, or 4.8 per cent, to EUR 1,127 million from EUR 1,184 million in the corresponding period in 2025. The decrease was primarily attributable to a decrease of EUR 83 million, or 9.8 per cent, in net interest income. This decrease was mainly due to lower interest rates, reflected in lower deposit margins, and competitive pressure on lending margins in Norway and Sweden, partially offset by higher deposit and lending volumes and deposit hedge contribution. Net result from items at fair value decreased by EUR 8 million, or 50.0 per cent, in the three months ended 31 March 2026 compared to the corresponding period in 2025. The overall decrease in operating income of Personal Banking was partially offset by an increase of EUR 19 million, or 6.4 per cent, in net fee and commission income, mainly driven by higher payment and card fee income and higher savings income, and an increase of EUR 12 million, or 46.2 per cent, in net insurance result, primarily attributable to a positive interest rate impact on Finnish protection products.

Operating Profit

In the three months ended 31 March 2026, operating profit of Personal Banking decreased by EUR 53 million, or 9.3 per cent, to EUR 519 million from EUR 572 million in the corresponding period in 2025. The decrease was primarily attributable to a decrease in total operating income of EUR 57 million, or 4.8 per cent, to EUR 1,127 million in the three months ended 31 March 2026 from EUR 1,184 million in the corresponding period in 2025. Total operating expenses of Personal Banking increased by EUR 18 million, or 2.9 per cent, to EUR 635 million in the three months ended 31 March 2026 from EUR 617 million in the corresponding period in 2025. This increase was mainly driven by salary inflation and negative exchange rate effects, partially offset by realised operational efficiencies and strict cost management. The overall decrease in operating profit of Personal Banking was partially offset by net loan losses and similar net result that amounted to a net reversal of EUR 27 million in the three months ended 31 March 2026 compared to a net reversal of EUR 5 million in the corresponding period in 2025. The increase in net reversals was primarily attributable to the release of management judgment allowances in the first quarter of 2026. Excluding the management judgment buffer release, net loan losses and similar net result amounted to EUR 5 million in the three months ended 31 March 2026.

Business Banking

Business Banking serves small and medium-sized corporate customers, and includes the units Business Banking in Denmark, Finland, Norway and Sweden, Transaction Banking, Nordea Finance, Business Banking COO Organisation and Business Banking Office.

Total Operating Income

In the three months ended 31 March 2026, total operating income of Business Banking decreased by EUR 2 million, or 0.2 per cent, to EUR 817 million from EUR 819 million in the corresponding period in 2025. The decrease was primarily attributable to a decrease of EUR 21 million, or 3.8 per cent, in net interest income. This decrease was mainly due to lower deposit margins following decreases in policy rates and lower lending margins due to competition, partially offset by higher lending and, to a lesser extent, deposit volumes. The overall decrease in total operating income was partially offset by an increase of EUR 10 million, or 6.6 per cent, in net fee and commission income, driven by higher lending fee income and higher savings income, and an increase of EUR 8 million, or 7.6 per cent, in net result from items at fair value, mainly reflecting higher income from interest rate hedging products, in each case in the three months ended 31 March 2026 compared to the corresponding period in 2025.

Operating Profit

In the three months ended 31 March 2026, operating profit of Business Banking increased by EUR 55 million, or 12.6 per cent, to EUR 490 million from EUR 435 million in the corresponding period in 2025. The increase was primarily attributable to net loan losses and similar net result that amounted to a net reversal of EUR 55 million in the three months ended 31 March 2026 compared to net loan losses and similar net result of EUR 23 million in the corresponding period in 2025. The net reversals were driven by the release of management judgment allowances in the first quarter of 2026. Excluding the management judgment buffer release, net loan losses and similar net result amounted to EUR 16 million in the three months ended 31 March 2026. Total operating expenses of Business Banking increased by EUR 21 million, or 5.8 per cent, to EUR 382 million in the three months ended 31 March 2026 from EUR 361 million in the corresponding period in 2025. This increase was mainly driven by currency effects and inflation.

Large Corporates & Institutions

Large Corporates & Institutions provides services and financial solutions to the Nordea Group's largest corporate and institutional customers. Customers are served through a pan-Nordic platform complemented by selected international branches. The business area provides its customers with products and services within corporate banking, cash management and trade finance services, investment banking and capital markets and securities services. The Large Corporates & Institutions business area includes the business units Large Corporates & Institutions in Denmark, Finland, Norway, and Sweden, Private Equity & International Institutions, Nordea Markets, Investment Banking & Equities, and support units C&I Sustainability & International Branches, LC&I Office, LC&I COO, and Profitability & Capital Management.

Total Operating Income

In the three months ended 31 March 2026, total operating income of Large Corporates & Institutions decreased by EUR 54 million, or 8.7 per cent, to EUR 566 million from EUR 620 million in the corresponding period in 2025. The decrease was primarily attributable to a decrease in net result from items at fair value of EUR 64 million, or 39.0 per cent, to EUR 100 million in the three months ended 31 March 2026 from EUR 164 million in the corresponding period in 2025. This decrease was primarily attributable to the market turmoil in March 2026 following the escalation of the conflict in the Middle East, which adversely affected the rates business and market making result. Net interest income of Large Corporates & Institutions decreased by EUR 8 million, or 2.4 per cent, to EUR 326 million in the three months ended 31 March 2026 from EUR 334 million in the corresponding period in 2025. This decrease was primarily attributable to lower lending and deposit margins and lower Treasury income, partially offset by higher lending volumes. The overall decrease in operating income of Large Corporates & Institutions was partially offset by an increase of EUR 17 million, or 13.9 per cent, in net fee and commission income mainly driven by debt capital markets commissions, lending fees, cash management products and asset management products.

Operating Profit

In the three months ended 31 March 2026, operating profit of Large Corporates & Institutions decreased by EUR 48 million, or 12.3 per cent, to EUR 341 million from EUR 389 million in the corresponding period in 2025. The decrease was primarily attributable to the decrease in total operating income of EUR 54 million, or 8.7 per cent, to EUR 566 million in the three months ended 31 March 2026 from EUR 620 million in the corresponding period in 2025. Total operating expenses of Large Corporates & Institutions increased by EUR 4 million, or 1.7 per cent, to EUR 237 million in the three months ended 31 March 2026 from EUR 233 million in the corresponding period in 2025. This increase was mainly driven by continued strategic investments in several areas, including technology, data and AI. The overall decrease in operating profit of Large Corporates & Institutions was partially offset by net loan losses and similar net result that amounted to net reversals of EUR 12 million in the three months ended 31 March 2026 compared to net reversals of EUR 2 million in the corresponding period in 2025. The net reversals were driven by the release of management judgment allowances in the first quarter of 2026. Excluding the management judgment buffer release, net loan losses and similar net result amounted to EUR 39 million in the three months ended 31 March 2026.

Asset & Wealth Management

Asset & Wealth Management includes the units Asset Management, Private Banking in Denmark, Finland, Norway, and Sweden, Life & Pension, Digital Wealth, Savings Products & Offering, AWM COO, and AWM Office.

Total Operating Income

In the three months ended 31 March 2026, total operating income of Asset & Wealth Management increased by EUR 4 million, or 1.1 per cent, to EUR 352 million from EUR 348 million in the corresponding period in 2025. The increase was primarily attributable to an increase of EUR 5 million, or 2.1 per cent, in net fee and commission income driven by higher average assets under management. The assets under management of Asset & Wealth Management were EUR 184.6 billion as of 31 March 2026, an increase of EUR 16.5 billion, or 9.8 per cent, compared to assets under management of EUR 168.1 billion as of 31 March 2025. This increase was driven by increased assets under management in Private Banking. Net result from items at fair value in the three months ended 31 March 2026 increased by EUR 4 million, or 26.7 per cent, compared to the corresponding period in 2025, reflecting higher return on shareholders' equity portfolios. The overall increase in total operating income of Asset & Wealth Management was partially offset by a decrease of EUR 6 million, or 7.7 per cent, in net interest income to EUR 72 million from EUR 78 million in the corresponding period in 2025, driven by lower deposit and lending margins, reflecting lower interest rates.

Operating Profit

In the three months ended 31 March 2026, operating profit of Asset & Wealth Management increased by EUR 11 million, or 5.6 per cent, to EUR 206 million from EUR 195 million in the corresponding period in 2025. In addition to the increase of EUR 4 million, or 1.1 per cent, in total operating income to EUR 352 million from EUR 348 million, a net reversal of EUR 6 million in net loan losses and similar net results in the three months ended 31 March 2026, compared to a net reversal of EUR 1 million in the corresponding period in 2025, had a positive impact on operating profit of Asset & Wealth Management. Total operating expenses of Asset & Wealth Management decreased by EUR 2 million, or 1.3 per cent, to EUR 152 million in the three months ended 31 March 2026 from EUR 154 million in the corresponding period in 2025. This decrease was mainly driven by lower business support costs.

Group Functions

Group Functions provides the four business areas with services, subject matter expertise, data and technology infrastructure. Group Functions consist of Group Technology, Group Business Support, Group Finance, Group Risk, Group Compliance, Chief of Staff Office, Group Legal, Group People, Group Brand, Communication and Marketing and Group Internal Audit.

Total Operating Income

In the three months ended 31 March 2026, total operating income of Group Functions increased by EUR 45 million to EUR 48 million from EUR 3 million in the corresponding period in 2025. The increase was primarily due to higher net interest income that was EUR 73 million in the three months ended 31 March 2026 compared to net interest income of EUR 25 million in the corresponding period in 2025. This increase was primarily attributable to higher net interest income in Group Treasury. The overall increase in total operating income of Group Functions was partially offset by a decrease in net result from items at fair value that was negative EUR 14 million in the three months ended 31 March 2026 compared to negative EUR 11 million in the corresponding period in 2025 and a decrease in net fee and commission income that was negative EUR 14 million in the three months ended 31 March 2026 compared to negative EUR 12 million in the corresponding period in 2025.

Operating Profit

In the three months ended 31 March 2026, operating profit of Group Functions increased by EUR 62 million to EUR 78 million from EUR 16 million in the corresponding period in 2025. The increase was primarily attributable to the increase in total operating income of EUR 45 million to EUR 48 million in the three months ended 31 March 2026 from EUR 3 million in the corresponding period in 2025. Total operating expenses of Group Functions were positive EUR 31 million in the three months ended 31 March 2026, compared to positive EUR 11 million in the corresponding period in 2025, contributing to the overall increase in operating profit. Net loan losses and similar net result amounted to EUR 1 million in the three months ended 31 March 2026, compared to net reversals of EUR 2 million in the corresponding period in 2025.

Results of Operations on a Business Area Basis for 2025, 2024 and 2023

The business area information in the discussion below is based on the business area information, excluding items affecting comparability, for the year ended 31 December 2025, including comparative information for the year ended 31 December 2024, for the year ended 31 December 2024, including comparative information for the year ended

31 December 2023, included in the "Board of Directors Report" in the 2025 annual report and the 2024 annual report of Nordea. As the plan rates used in the preparation of the business area information for these years are different, the discussion of results of operations of the Nordea Group on a business area basis is presented separately for the years ended 31 December 2025 and 2024 and for the years ended 31 December 2024 and 2023. For more information, see "—*Introduction—Business Area and Segment Information*" above.

Comparison between 2025 and 2024

The business area information in the discussion below is based on the business area information for 2025, including comparative information for 2024, included in the "Board of Directors Report" in the 2025 annual report of the Nordea Group. For more information, see "—*Introduction—Business Area and Segment Information*" above.

The following table sets forth income statement and balance sheet data of the Nordea Group on a business area basis for the years ended and as of 31 December 2025 and 2024:

	For the year ended and as of 31 December									
	Personal Banking		Business Banking		Large Corporates & Institutions		Asset & Wealth Management		Group Functions	
	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025
Income statement data (EUR in millions)										
Net interest income	3,435	3,246	2,315	2,141	1,434	1,295	322	291	88	194
Net fee and commission income	1,141	1,225	592	613	530	527	919	921	(25)	(37)
Net result from items at fair value	81	71	404	410	431	517	44	48	63	(1)
Net insurance result	123	120	35	29	0	1	95	91	0	1
Other income	11	5	39	37	(1)	1	(2)	(2)	10	(1)
Total operating income	**4,791**	**4,667**	**3,385**	**3,230**	**2,394**	**2,341**	**1,378**	**1,349**	**136**	**156**
Total operating expenses	**(2,345)**	**(2,381)**	**(1,394)**	**(1,460)**	**(923)**	**(940)**	**(566)**	**(615)**	**(102)**	**(9)**
Net loan losses and similar net result	(86)	(27)	(130)	(4)	14	10	0	(4)	(4)	3
Operating profit	**2,360**	**2,259**	**1,861**	**1,766**	**1,485**	**1,411**	**812**	**730**	**30**	**150**
Balance sheet data (EUR in billions)										
Total lending[(1)]	176.4	180.4	88.4	95.4	53.3	58.5	12.3	13.2	(1.4)	(1.8)
Total deposits[(1)]	90.2	96.2	52.8	56.4	52.8	51.2	12.5	14.1	7.1	3.8

(1) Excluding repurchase agreements and security lending/borrowing agreements.

Personal Banking

Total Operating Income

In 2025, total operating income of Personal Banking decreased by EUR 124 million, or 2.6 per cent, to EUR 4,667 million from EUR 4,791 million in 2024. This decrease was primarily attributable to a decrease of EUR 189 million, or 5.5 per cent, in net interest income, primarily reflecting lower deposit margins and, to a lesser extent, lower lending margins, partially offset by deposit hedge contribution, higher deposit and lending volumes and positive foreign exchange rate effects. A decrease of EUR 10 million, or 12.3 per cent, in net result from items at fair value, and a decrease of EUR 3 million, or 2.4 per cent, in net insurance result contributed to the overall decrease in total operating income of Personal Banking in 2025. An increase of EUR 84 million, or 7.4 per cent, in net fee and commission income, mainly driven by higher payment and card fee income and higher savings income, partially offset the overall decrease of the operating income of Personal Banking in 2025.

Operating Profit

In 2025, operating profit of Personal Banking decreased by EUR 101 million, or 4.3 per cent, to EUR 2,259 million from EUR 2,360 million in 2024. The decrease was primarily attributable to the decrease in total operating income of EUR 124 million, or 2.6 per cent, to EUR 4,667 million from EUR 4,791 million in 2024. Total operating expenses of Personal Banking in 2025 increased by EUR 36 million, or 1.5 per cent, to EUR 2,381 million from EUR 2,345 million in 2024 primarily due to the acquisition of Danske Bank's Norwegian personal customer business as well as strategic investments in several key areas, including technology, data and artificial intelligence, digital services and cyber security, and annual salary inflation. Net loan losses and similar net result of Personal Banking decreased by EUR 59 million, or 68.6 per cent, in 2025, primarily reflecting reductions in management judgment reserves, partially offsetting the overall decrease in operating profit of Personal Banking.

Business Banking

Total Operating Income

In 2025, total operating income of Business Banking decreased by EUR 155 million, or 4.6 per cent, to EUR 3,230 million from EUR 3,385 million in 2024. This decrease was primarily attributable to a decrease of EUR 174 million, or

7.5 per cent, in net interest income. The decrease in net interest income was primarily attributable to lower deposit margins and, to a lesser extent, lower lending margins, partially offset by deposit hedge contribution, higher deposit and lending volumes and positive foreign exchange rate effects. A decrease of EUR 6 million, or 17.1 per cent, in net insurance result contributed to the overall decrease in total operating income of Business Banking. This decrease was partially offset by an increase of EUR 21 million, or 3.5 per cent, in net fee and commission income, driven by higher income from debt capital market transactions, increased lending fee income and higher payment and card fee income, and an increase of EUR 6 million, or 1.5 per cent, in net result from items at fair value, mainly reflecting customer demand for foreign exchange products, in each case in 2025 compared to 2024.

Operating Profit

In 2025, operating profit of Business Banking decreased by EUR 95 million, or 5.1 per cent, to EUR 1,766 million from EUR 1,861 million in 2024. The decrease was primarily attributable to the decrease in total operating income of EUR 155 million, or 4.6 per cent, to EUR 3,230 million from EUR 3,385 million in 2024. Total operating expenses of Business Banking increased by EUR 66 million, or 4.7 per cent, to EUR 1,460 million from EUR 1,394 million in 2024. This increase was mainly driven by strategic investments in several key areas, including technology, data and artificial intelligence, digital services and cyber security, and annual salary inflation. The overall decrease in operating profit of Business Banking was partially offset by a decrease in net loan losses and similar net result, which amounted to EUR 4 million in 2025 compared to EUR 130 million in the corresponding period in 2024. This decrease was primarily driven by reductions in management judgment reserves and lower individual provisions.

Large Corporates & Institutions

Total Operating Income

In 2025, total operating income of Large Corporates & Institutions decreased by EUR 53 million, or 2.2 per cent, to EUR 2,341 million from EUR 2,394 million in 2024. This decrease was primarily attributable to a decrease in net interest income of Large Corporates & Institutions of EUR 139 million, or 9.7 per cent, to EUR 1,295 million in 2025 compared to net interest income of EUR 1,434 million in 2024. The decrease in net interest income was primarily attributable to lower deposit and lending margins and negative other (including Treasury) net interest income, partially offset by increased lending volumes. The overall decrease in total operating income of Large Corporates & Institutions in 2025 was partially offset by an increase of EUR 86 million, or 20.0 per cent, in net result from items at fair value, mainly driven by high customer activity in foreign exchange and interest rate products and by higher market-making result.

Operating Profit

In 2025, operating profit of Large Corporates & Institutions decreased by EUR 74 million, or 5.0 per cent, to EUR 1,411 million from EUR 1,485 million in 2024. This decrease was primarily attributable to the decrease of EUR 53 million, or 2.2 per cent, in total operating income to EUR 2,341 million in 2025 from EUR 2,394 million in 2024. Total operating expenses of Large Corporates & Institutions increased by EUR 17 million, or 1.8 per cent, to EUR 940 million in 2025 from EUR 923 million in the corresponding period in 2024. This increase was mainly driven by strategic investments in several key areas, including technology, data and artificial intelligence, digital services and cyber security. Net loan losses and similar net result of Large Corporates & Institutions amounted to net reversals of EUR 10 million in 2025 compared to net reversals of EUR 14 million in 2024.

Asset & Wealth Management

Total Operating Income

In 2025, total operating income of Asset & Wealth Management decreased by EUR 29 million, or 2.1 per cent, to EUR 1,349 million from EUR 1,378 million in 2024. This decrease was primarily attributable to a decrease of EUR 31 million, or 9.6 per cent, in net interest income of Asset & Wealth Management to EUR 291 million in 2025 from EUR 322 million in 2024. This decrease was primarily attributable to lower deposit margins, partially offset by higher deposit and lending volumes. Net insurance result of Asset & Wealth Management decreased by EUR 4 million, or 4.2 per cent, in 2025, driven by increased claims from insurance products, contributing to the overall decrease in total operating income. An increase of EUR 4 million, or 9.1 per cent, in net result from items at fair value, reflecting lower funding costs in Life & Pension, partially offset the overall decrease in total operating income of Asset & Wealth Management.

Operating Profit

In 2025, operating profit of Asset & Wealth Management decreased by EUR 82 million, or 10.1 per cent, to EUR 730 million from EUR 812 million in 2024. This decrease was primarily attributable to an increase of EUR 49 million, or 8.7 per cent, in total operating expenses of Asset & Wealth Management to EUR 615 million in 2025 from EUR 566 million in 2024 reflecting strategic investments in several key areas, including technology, data and artificial

intelligence, digital services and cyber security, and annual salary inflation. The decrease in total operating income of EUR 29 million, or 2.1 per cent, to EUR 1,349 million in 2025 from EUR 1,378 million and net loan losses and similar net result of Asset & Wealth Management of EUR 4 million in 2025 compared to net loan losses and similar net result of EUR 0 million, in each case in 2025 compared to 2024, contributed to the overall decrease in operating profit of Asset & Wealth Management.

Group Functions

Total Operating Income

In 2025, total operating income of Group Functions increased by EUR 20 million, or 14.7 per cent, to EUR 156 million from EUR 136 million in 2024. This increase was primarily attributable to an increase of EUR 106 million in net interest income of Group Functions to EUR 194 million in 2025 from EUR 88 million in 2024, driven by higher net interest income in Group Treasury. The overall increase in total operating income of Group Functions was partially offset by net result from items at fair value of negative EUR 1 million in 2025 compared to net result from items at fair value of EUR 63 million in the corresponding period in 2024. This change was primarily attributable to positive revaluations in Treasury in 2024 and lower positive valuation adjustments in 2025. Net fee and commission income was negative EUR 37 million in 2025 compared to net fee and commission income of negative EUR 25 million in 2024 and other income was negative EUR 1 million in 2025 compared to other income of EUR 10 million in 2024.

Operating Profit

In 2025, operating profit of Group Functions increased by EUR 120 million to EUR 150 million from EUR 30 million in 2024. This increase was primarily attributable to a decrease in total operating expenses of EUR 93 million to EUR 9 million in 2025 compared to EUR 102 million in 2024. This decrease was primarily attributable to expenses related to the settlement of a regulatory investigation in the United States in 2024 and lower investment costs recognised in Group Functions in 2025. The increase of EUR 20 million, or 14.7 per cent, in total operating income to EUR 156 million in 2025 from EUR 136 million in 2024 contributed to the overall increase in operating profit of Group Functions. Net loan losses and similar net result of Group Functions amounted to a reversal of EUR 3 million in 2025 compared to net loan losses and similar net result of EUR 4 million in 2024.

Comparison between 2024 and 2023

The business area information in the discussion below is based on the business area information for 2024, including comparative information for 2024, included in the "Board of Directors Report" in the 2023 annual report of the Nordea Group. For more information, see "*—Introduction—Business Area and Segment Information*" above.

The following table sets forth income statement and balance sheet data of the Nordea Group on a business area basis for the years ended and as of 31 December 2024 and 2023:

	For the year ended and as of 31 December									
	Personal Banking		Business Banking		Large Corporates & Institutions		Asset & Wealth Management		Group Functions	
	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024
Income statement data (EUR in millions)										
Net interest income	3,341	3,380	2,368	2,378	1,429	1,430	296	321	17	85
Net fee and commission income	1,059	1,131	580	590	459	480	975	989	(52)	(33)
Net result from items at fair value	70	78	380	405	474	430	36	44	54	66
Net insurance result	123	122	21	36	0	1	72	95	1	(1)
Other income	4	11	29	39	2	(1)	(2)	(2)	7	10
Total operating income	**4,597**	**4,722**	**3,378**	**3,448**	**2,364**	**2,340**	**1,377**	**1,447**	**27**	**127**
Total operating expenses	**(2,280)**	**(2,321)**	**(1,413)**	**(1,411)**	**(910)**	**(882)**	**(620)**	**(615)**	**(15)**	**(101)**
Net loan losses and similar net result	(112)	(87)	(80)	(130)	22	14	(1)	0	4	(3)
Operating profit	**2,205**	**2,314**	**1,885**	**1,907**	**1,476**	**1,472**	**756**	**832**	**16**	**23**
Balance sheet data (EUR in billions)										
Total lending[(1)]	167.9	172.0	94.9	93.7	52.1	52.6	11.7	12.2	(2.6)	(1.5)
Total deposits[(1)]	86.2	89.5	52.5	53.6	47.0	52.7	12.2	12.4	4.7	7.2

(1) Excluding repurchase agreements and security lending/borrowing agreements.

Personal Banking

Total Operating Income

In 2024, total operating income of Personal Banking increased by EUR 125 million, or 2.7 per cent, to EUR 4,722 million from EUR 4,597 million in 2023. This increase was primarily attributable to an increase of EUR 72 million, or 6.8 per cent, in net fee and commission income, which increase was driven by higher net fee and commission income from savings

products. Net interest income of Personal Banking increased by EUR 39 million, or 1.2 per cent, from 2023 to 2024, primarily reflecting higher lending margins, increased deposit volumes and a higher day count in 2024, partially offset by lower deposit margins and lending volumes as well as currency effects. An increase of EUR 8 million, or 11.4 per cent, in net result from items at fair value and an increase of EUR 7 million, or 175.0 per cent, in other income contributed to the overall increase in total operating income of Personal Banking in 2024.

Operating Profit

In 2024, operating profit of Personal Banking increased by EUR 109 million, or 4.9 per cent, to EUR 2,314 million from EUR 2,205 million in 2023. The increase was primarily attributable to the increase in total operating income of EUR 125 million, or 2.7 per cent, to EUR 4,722 million from EUR 4,597 million. Total operating expenses of Personal Banking in 2024 increased by EUR 41 million, or 1.8 per cent, to EUR 2,321 million from EUR 2,280 million in 2023 primarily due to increased investments in technology infrastructure, data and artificial intelligence, digital offering and risk management capabilities, partially offset by lower resolution fees. Net loan losses and similar net result of Personal Banking decreased by EUR 25 million, or 22.3 per cent, in 2024, primarily reflecting the introduction of new provisioning models in 2024.

Business Banking

Total Operating Income

In 2024, total operating income of Business Banking increased by EUR 70 million, or 2.1 per cent, to EUR 3,448 million from EUR 3,378 million in 2023. This increase was primarily attributable to an increase of EUR 25 million, or 6.6 per cent, in net result from items at fair value. This increase was primarily attributable to higher customer demand for interest rate derivatives and foreign exchange products in 2024. An increase of EUR 15 million, or 71.4 per cent, in net insurance result and an increase of EUR 10 million, or 0.4 per cent, in net interest income contributed to the overall increase in total operating income of Business Banking. The increase in net interest income was primarily attributable to increased lending and deposit volumes and higher day count, partially offset by lower lending and deposit margins and currency effects.

Operating Profit

In 2024, operating profit of Business Banking increased by EUR 22 million, or 1.2 per cent, to EUR 1,907 million from EUR 1,885 million in 2023. The increase was primarily attributable to the increase in total operating income of EUR 70 million, or 2.1 per cent, to EUR 3,448 million from EUR 3,378 million in 2023. The overall increase in operating profit of Business Banking was partially offset by net loan losses and similar net result of EUR 130 million in 2024 compared to net loan losses and similar net result of EUR 80 million in 2023. Net loan losses were primarily driven by a small number of exposures and lower reversals. Total operating expenses of Business Banking remained largely unchanged at EUR 1,411 million compared to EUR 1,413 million in 2023, reflecting the effect of lower resolution fees in 2024, which effect was partially offset by increased investments in technology infrastructure, data and artificial intelligence, digital offering and risk management capabilities.

Large Corporates & Institutions

Total Operating Income

In 2024, total operating income of Large Corporates & Institutions decreased by EUR 24 million, or 1.0 per cent, to EUR 2,340 million from EUR 2,364 million in 2023. This decrease was primarily attributable to a decrease of EUR 44 million, or 9.3 per cent, in net result from items at fair value, mainly reflecting the high customer activity in the first quarter of 2023 and lower fixed income market-making performance, driven by wider spreads and high volatility, in the fourth quarter of 2024. Net interest income of Large Corporates & Institutions in 2024 remained largely unchanged at EUR 1,430 million in 2024 compared to net interest income of EUR 1,429 million in 2023. Higher deposit volumes, increased lending margins and a higher day count had a positive effect on the net interest income of Large Corporates & Institutions in 2024, which effect was partially offset by lower deposit margins and lending volumes as well as currency effects. The overall decrease in total operating income of Large Corporates & Institutions in 2024 was partially offset by an increase of EUR 21 million, or 4.6 per cent, in net fee and commission income, driven by strong performance in debt and equity capital markets, in particular increased bond issuance activity.

Operating Profit

In 2024, operating profit of Large Corporates & Institutions decreased by EUR 4 million, or 0.3 per cent, to EUR 1,472 million from EUR 1,476 million in 2023. This decrease was primarily attributable to the decrease of EUR 24 million, or 1.0 per cent, in total operating income to EUR 2,340 million in 2024 from EUR 2,364 million in 2023. Net loan losses and similar net result of Large Corporates & Institutions amounted to net reversals of EUR 14 million in 2024 compared to net reversals of EUR 22 million in 2023. The overall decrease in operating profit of Large Corporates & Institutions was partially offset by a decrease of EUR 28 million, or 3.1 per cent, in total operating expenses of Large

Corporates & Institutions to EUR 882 million in 2024 from EUR 910 million in 2023, primarily driven by lower resolution fees, partially offset by increased investments in technology infrastructure and risk management capabilities.

Asset & Wealth Management

Total Operating Income

In 2024, total operating income of Asset & Wealth Management increased by EUR 70 million, or 5.1 per cent, to EUR 1,447 million from EUR 1,377 million in 2023. This increase was primarily attributable to an increase of EUR 25 million, or 8.4 per cent, in net interest income of Asset & Wealth Management to EUR 321 million in 2024 from EUR 296 million in 2023. This increase was primarily attributable to incremental other net interest income in 2024, partially offset by lower deposit margins. Net insurance result of Asset & Wealth Management increased by EUR 23 million, or 31.9 per cent, in 2024, driven by increased market rates in Norway and a higher result from protection products in Denmark in the fourth quarter of 2024 and improved result from insurance products in Life and Pensions in the first quarter of 2024, contributed to the overall increase in total operating income of Asset & Wealth Management. An increase of EUR 14 million, or 1.4 per cent, in net fee and commission income, driven by higher assets under management in 2024, contributed to the overall increase in total operating income of Asset & Wealth Management.

Operating Profit

In 2024, operating profit of Asset & Wealth Management increased by EUR 76 million, or 10.1 per cent, to EUR 832 million from EUR 756 million in 2023. This increase was primarily attributable to the increase in total operating income of EUR 70 million, or 5.1 per cent, to EUR 1,447 million in 2024 from EUR 1,377 million in 2023. Total operating expenses of Asset & Wealth Management decreased by EUR 5 million, or 0.8 per cent, to EUR 615 million in 2024 from EUR 620 million in 2023 reflecting lower staff and IT costs, partially offset by inflation and integration costs related to the acquisition of Danske Bank's Norwegian personal customer business. Net loan losses and similar net result of Asset & Wealth Management amounted to EUR 0 million in 2024 compared to net loan losses and similar net result of EUR 1 million in 2023.

Group Functions

Total Operating Income

In 2024, total operating income of Group Functions was EUR 127 million compared to total operating income of EUR 27 million in 2023. The increase was primarily attributable to net interest income of EUR 85 million in 2024 compared to net interest income of EUR 17 million in 2023. This increase was primarily attributable to increased net interest income in Treasury in 2024. Net fee and commission income of Group Functions was negative EUR 33 million in 2024 compared to net fee and commission income of negative EUR 52 million in 2023. An increase of EUR 12 million, or 22.2 per cent, in net result from items at fair value in 2024 also contributed to the overall increase in total operating income of Group Functions. The overall increase in total operating income of Group Functions in 2024 was partially offset by a decrease of EUR 2 million in net insurance result.

Operating Profit

In 2024, operating profit of Group Functions increased by EUR 7 million, or 43.8 per cent, to EUR 23 million from EUR 16 million in 2023. This increase was primarily attributable to the increase in total operating income to EUR 127 million in 2024 from EUR 27 million in 2023. Total operating expenses of Group Functions in 2024 increased to EUR 101 million from EUR 15 million in 2023. This increase was primarily attributable to changes in provisions in the fourth quarter of 2024 and the charge of EUR 32 million in the third quarter of 2024 related to the settlement between the NYDFS and Nordea. Net loan losses and similar net result of Group Functions amounted to EUR 3 million in 2024 compared to net reversals of EUR 4 million in 2023.

Results of Operations of Nordea on a Nonconsolidated Basis for the Years Ended 31 December 2025, 2024 and 2023

The following discussion includes a comparison of the nonconsolidated results of operations of Nordea for the years ended 31 December 2025 and 2024 and a comparison of the nonconsolidated results of operations for the years ended 31 December 2024 and 2023, in each case as discussed in more detail below.

Comparison between 2025 and 2024

The following table sets forth the nonconsolidated results of operations of Nordea for the years ended 31 December 2025 and 2024:

	For the year ended 31 December		
	2024	**Change[1]**	**2025**
	(EUR in millions)	**(per cent)**	**(restated) (EUR in millions)**
Net interest income[2]	**5,544**	(7.1)	**5,152**
Fee and commission income	2,404	4.6	2,515
Fee and commission expense	(566)	12.4	(636)
Net fee and commission income	**1,838**	2.2	**1,879**
Net result from securities at fair value through profit or loss[2]	990	2.1	1,011
Net result from securities at fair value through fair value reserve	5	n.a.	28
Income from equity investments	958	81.5	1,739
Other operating income[2]	764	(1.3)	754
Total operating income[2]	**10,099**	4.6	**10,563**
Operating expenses			
Staff costs	(2,619)	4.3	(2,731)
Other administrative expenses	(1,104)	2.7	(1,134)
Other operating expenses[2]	(630)	(48.9)	(322)
Depreciation, amortisation and impairment charges[2]	(385)	48.1	(570)
Total operating expenses, excluding regulatory fees[3]	**(4,738)**	0.4	**(4,757)**
Regulatory fees	(52)	15.4	(60)
Total operating expenses[2]	**(4,790)**	0.6	**(4,817)**
Profit before loan losses[2]	**5,309**	8.2	**5,746**
Net loan losses	(83)	(72.3)	(23)
Operating profit[2]	**5,226**	9.5	**5,723**
Income tax expense[2]	(1,037)	(4.6)	(989)
Net profit for the year[2]	**4,189**	13.0	**4,734**

(1) Indicates percentage change from the year ended 31 December 2024 to 31 December 2025.

(2) On 1 January 2026, Nordea adopted "*IFRS 16 – Leases*", as permitted under Finnish accounting standards, to align its accounting policy and presentation of leases with the consolidated financial statements of Nordea Group. Nordea recorded the cumulative effect of initially applying "*IFRS 16 – Leases*" as an adjustment to the opening equity of 1 January 2025. The impact of the adoption has been described in "*Note 1 Accounting policies*" to the unaudited financial statements for the three months ended and as of 31 March 2026 of Nordea Bank Abp incorporated by reference to this Programme Document. The restated information for the year ended 31 December 2025 is unaudited. The income statements for the years ended 31 December 2024 and 2023 have not been restated to reflect the implementation of "*IFRS 16 – Leases*". For more information on the impact of the adoption of "*IFRS 16 – Leases*", see "*—Introduction—Reclassifications and Restatements—Changed Accounting Policies and Presentation of the Financial Statements of Nordea Bank Abp in 2026*" above.

(3) As from the first quarter of 2026, a new subtotal, "total operating expenses, excluding regulatory fees", has been added in the income statement, see "*Operating and Financial Review and Prospects—Results of Operations—Introduction—Changed Accounting Policies and Presentation of the Financial Statements of the Nordea Group in 2026—Total Operating Expenses, Excluding Regulatory Fees*". The comparative information for this subtotal for the years ended 31 December 2025 and 2024 has been adjusted accordingly. The adjusted information is unaudited.

Total Operating Income

In 2025, total operating income of Nordea increased by EUR 464 million, or 4.6 per cent, to EUR 10,563 million from EUR 10,099 million in 2024. The increase was primarily attributable to an increase of EUR 781 million, or 81.5 per cent, in income from equity investments, partially offset by a decrease of EUR 392 million, or 7.1 per cent, in net interest income.

Operating Profit

In 2025, operating profit of Nordea increased by EUR 497 million, or 9.5 per cent, to EUR 5,723 million from EUR 5,226 million in 2024. The increase was primarily attributable to the increase of EUR 464 million, or 4.6 per cent, in total operating income and a decrease of EUR 60 million, or 72.3 per cent, in net loan losses, partially offset by an increase of EUR 27 million, or 0.6 per cent, in total operating expenses in 2025 compared to 2024.

Comparison between 2024 and 2023

The following table sets forth the nonconsolidated results of operations of Nordea for the years ended 31 December 2024 and 2023:

	For the year ended 31 December		
	2023	**Change[1]**	**2024**
	(EUR in millions)	**(per cent)**	**(EUR in millions)**
Net interest income	**5,557**	(0.2)	**5,544**
Fee and commission income	2,305	4.3	2,404
Fee and commission expense	(574)	(1.4)	(566)
Net fee and commission income	**1,731**	6.2	**1,838**
Net result from securities at fair value through profit or loss	1,054	(6.1)	990
Net result from securities at fair value through fair value reserve	(39)	n.a.	5
Income from equity investments	1,747	(45.2)	958
Other operating income	741	3.1	764
Total operating income	**10,791**	(6.4)	**10,099**
Operating expenses			
Staff costs	(2,448)	7.0	(2,619)
Other administrative expenses	(896)	23.2	(1,104)
Other operating expenses	(566)	11.3	(630)
Depreciation, amortisation and impairment charges	(839)	(54.1)	(385)
Total operating expenses, excluding regulatory fees[2]	**(4,749)**	**(0.2)**	**(4,738)**
Regulatory fees	(223)	(76.7)	(52)
Total operating expenses	**(4,972)**	(3.7)	**(4,790)**
Profit before loan losses	**5,819**	(8.8)	**5,309**
Net loan losses	(119)	(30.3)	(83)
Operating profit	**5,700**	(8.3)	**5,226**
Income tax expense	(961)	7.9	(1,037)
Net profit for the year	**4,739**	(11.6)	**4,189**

(1) Indicates percentage change from the year ended 31 December 2023 to 31 December 2024.

(2) As from the first quarter of 2026, a new subtotal, "total operating expenses, excluding regulatory fees", has been added in the income statement, see "*Operating and Financial Review and Prospects—Results of Operations—Introduction—Changed Accounting Policies and Presentation of the Financial Statements of the Nordea Group in 2026—Total Operating Expenses, Excluding Regulatory Fees*". The comparative information for this subtotal for the years ended 31 December 2024 and 2023 has been adjusted accordingly. The adjusted information is unaudited.

Total Operating Income

In 2024, total operating income of Nordea decreased by EUR 692 million, or 6.4 per cent, to EUR 10,099 million from EUR 10,791 million in 2023. The decrease was primarily attributable to a decrease of EUR 789 million, or 45.2 per cent, in income from equity investments, partially offset by an increase of EUR 107 million, or 6.2 per cent, in net fee and commission income.

Operating Profit

In 2024, operating profit of Nordea decreased by EUR 474 million, or 8.3 per cent, to EUR 5,226 million from EUR 5,700 million in 2023. The decrease was primarily attributable to the decrease of EUR 692 million, or 6.4 per cent, in total operating income, partially offset by a decrease of EUR 182 million, or 3.7 per cent, in total operating expenses in 2024 compared to 2023.

Balance Sheet Information

Nordea Group

The following table sets forth the principal items of the consolidated balance sheet of the Nordea Group as of 31 March 2026 and 31 December 2025:

	As of 31 December 2025	Change[1]	As of 31 March 2026
	(EUR in millions)	(per cent)	(EUR in millions)
Assets			
Cash and balances with central banks	38,206	(5.1)	36,270
Loans to central banks	6,947	(4.3)	6,648
Loans to credit institutions	4,038	(19.9)	3,235
Loans to the public	381,871	2.2	390,229
Interest-bearing securities	79,872	11.0	88,663
Shares	39,587	0.4	39,757
Assets in pooled schemes and unit-linked investment contracts	70,677	0.2	70,822
Derivatives	17,633	16.0	20,450
Other[2]	15,519	47.8	22,933
Assets held for sale	–	–	–
Total assets	**654,350**	3.8	**679,007**
Liabilities			
Deposits by credit institutions	34,131	15.8	39,527
Deposits and borrowings from the public	242,874	(0.7)	241,181
Deposits in pooled schemes and unit-linked investment contracts	71,611	0.7	72,145
Insurance contract liabilities	33,097	(1.0)	32,757
Debt securities in issue	196,276	4.0	204,118
Derivatives	18,078	8.0	19,519
Other[3]	25,864	53.4	39,668
Total liabilities	**621,931**	4.3	**648,915**
Equity			
Additional tier 1 capital holders	–	–	–
Share capital	4,050	0.0	4,050
Invested unrestricted equity	1,077	(1.4)	1,062
Other reserves	(2,550)	(8.9)	(2,323)
Retained earnings	29,842	(8.5)	27,303
Total equity	**32,419**	(7.2)	**30,092**
Total liabilities and equity	**654,350**	3.8	**679,007**

(1) Indicates percentage change from 31 December 2025 to 31 March 2026.

(2) Comprised of fair value changes of the hedged items in portfolio hedges of interest rate risk, investments in associated undertakings and joint ventures, intangible assets, properties and equipment, investment properties, deferred tax assets, current tax assets, retirement benefit assets, prepaid expenses and accrued income, and other assets, which includes claims on securities settlement proceeds, cash items in process of collection and other assets.

(3) Comprised of fair value changes of the hedged items in portfolio hedges of interest rate risk, current tax liabilities, accrued expenses and prepaid income, deferred tax liabilities, provisions, retirement benefit obligations, subordinated liabilities and other liabilities, which includes liabilities on securities settlement proceeds, sold, not held, securities, accounts payable, cash/margin payables, lease liabilities and other liabilities.

The following table sets forth the principal items of the consolidated balance sheet of the Nordea Group as of 31 December 2025, 2024 and 2023:

	As of 31 December				
	2023	Change[1]	2024	Change[1]	2025
	(EUR in millions)	(per cent)	(EUR in millions)	(per cent)	(EUR in millions)
Assets					
Cash and balances with central banks	50,622	(8.0)	46,562	(17.9)	38,206
Loans to central banks	1,909	n.a.	4,075	70.5	6,947
Loans to credit institutions	2,363	24.8	2,950	36.9	4,038
Loans to the public[3]	344,828	3.7	357,588	6.8	381,871
Interest-bearing securities	68,000	8.0	73,464	8.7	79,872
Shares	22,158	59.7	35,388	11.9	39,587
Assets in pooled schemes and unit-linked investment contracts	50,531	20.5	60,879	16.1	70,677
Derivatives	26,525	(5.0)	25,211	(30.1)	17,633
Other[2] [3]	17,660	(2.9)	17,143	(9.5)	15,519
Assets held for sale	106	(10.4)	95	–	–
Total assets[3]	**584,702**	6.6	**623,355**	5.0	**654,350**
Liabilities					
Deposits by credit institutions	29,504	(2.5)	28,775	18.6	34,131
Deposits and borrowings from the public	210,062	10.7	232,435	4.5	242,874
Deposits in pooled schemes and unit-linked investment contracts	51,573	19.7	61,713	16.0	71,611
Insurance contract liabilities	27,568	10.1	30,351	9.0	33,097
Debt securities in issue	182,548	3.1	188,136	4.3	196,276
Derivatives	30,794	(18.7)	25,034	(27.8)	18,078
Other[3]	21,428	14.2	24,475	5.7	25,864
Total liabilities	**553,477**	6.8	**590,919**	5.2	**621,931**
Equity					
Additional tier 1 capital holders	750	0.0	750	–	–
Non-controlling interests	–	–	–	–	–
Share capital	4,050	0.0	4,050	0.0	4,050
Invested unrestricted equity	1,063	(0.9)	1,053	2.3	1,077
Other reserves	(2,345)	10.5	(2,591)	(1.6)	(2,550)
Retained earnings	27,707	5.3	29,174	2.3	29,842
Total equity	**31,225**	3.9	**32,436**	(0.1)	**32,419**
Total liabilities and equity	**584,702**	6.6	**623,355**	5.0	**654,350**

(1) Indicates percentage change from 31 December 2023 to 31 December 2024 and from 31 December 2024 to 31 December 2025, respectively.
(2) Comprised of fair value changes of the hedged items in portfolio hedges of interest rate risk, investments in associated undertakings and joint ventures, intangible assets, properties and equipment, investment properties, deferred tax assets, current tax assets, retirement benefit assets, prepaid expenses and accrued income, and other assets, which includes claims on securities settlement proceeds, cash items in process of collection and other assets.
(3) Comprised of fair value changes of the hedged items in portfolio hedges of interest rate risk, current tax liabilities, accrued expenses and prepaid income, deferred tax liabilities, provisions, retirement benefit obligations, subordinated liabilities and other liabilities, which includes liabilities on securities settlement proceeds, sold, not held, securities, accounts payable, cash/margin payables, lease liabilities and other liabilities.

For a further analysis of certain items of the Nordea Group's balance sheet, see "*Selected Statistical Data and Other Information*".

Total Assets

As of 31 March 2026, total assets of the Nordea Group were EUR 679.0 billion, an increase of EUR 24.7 billion, or 3.8 per cent, compared to total assets of EUR 654,4 billion as of 31 December 2025. The increase in total assets was mainly attributable to an increase of 11.0 per cent in interest-bearing securities and an increase of 2.2 per cent in loans to the public, a 47.8 per cent increase in other assets (includes claims on securities settlement proceeds, cash items in process of collection and other assets) and an increase of 16.0 per cent in derivatives. Derivatives with total positive fair values, including any accrued interest, are recognised as assets. The overall increase in total assets of the Nordea Group as of 31 March 2026 was partially offset by a decrease of 5.1 per cent in cash and balances with central banks and a decrease of 19.9 per cent in loans to credit institutions. All balance sheet items in foreign currencies discussed above are translated into euro in the consolidated financial statements at period-end rates. The appreciation of the euro against the Swedish krona had a decreasing effect and the depreciation of the euro against the Norwegian krone had an increasing effect on the Nordea Group's total assets as of 31 March 2026 compared to 31 December 2025.

As of 31 December 2025, total assets of the Nordea Group were EUR 654.4 billion, an increase of EUR 31.0 billion, or 5.0 per cent, compared to total assets of EUR 623.4 billion as of 31 December 2024. The increase in total assets was mainly attributable to an increase of 6.8 per cent in loans to the public, an increase of 16.1 per cent in assets in pooled schemes and unit-linked investment contracts and an increase of 8.7 per cent in interest-bearing securities. The overall increase in total assets of the Nordea Group as of 31 December 2025 was partially offset by a decrease of 17.9 per cent in cash and balances with central banks and a decrease of 30.1 per cent in derivatives. All balance sheet items in foreign currencies discussed above are translated into euro in the consolidated financial statements at period end rates. The depreciation of the euro against the Swedish krona had an increasing effect and the appreciation of the euro against the Norwegian krone had a decreasing effect on the Nordea Group's total assets as of 31 December 2025 compared to 31 December 2024.

As of 31 December 2024, total assets of the Nordea Group were EUR 623.4 billion, an increase of EUR 38.7 billion, or 6.6 per cent, compared to total assets of EUR 584.7 billion as of 31 December 2023. The increase in total assets was mainly attributable to an increase of 59.7 per cent in shares, an increase of 3.7 per cent in loans to the public and an increase of 20.5 per cent in assets in pooled schemes and unit-linked investment contracts. The overall increase in total assets of the Nordea Group as of 31 December 2024 was partially offset by a decrease of 8.0 per cent in cash and balances with central banks and a decrease of 5.0 per cent in derivatives as of 31 December 2024 compared to 31 December 2023. All balance sheet items in foreign currencies discussed above are translated into euro in the consolidated financial statements at period-end rates. The appreciation of the euro against the Norwegian krone had a decreasing effect and the depreciation of the euro against the Swedish krona had an increasing effect in the Nordea Group's total assets as of 31 December 2024 compared to 31 December 2023.

Total Liabilities

As of 31 March 2026, total liabilities of the Nordea Group were EUR 648.9 billion, an increase of EUR 27.0 billion, or 4.3 per cent, compared to total liabilities of EUR 621.9 billion as of 31 December 2025. The increase in total liabilities was mainly attributable to an increase of 53.4 per cent in other liabilities (includes liabilities on securities settlement proceeds, sold, not held, securities, accounts payable, cash/margin payables, lease liabilities and other liabilities), an increase of 4.0 per cent in debt securities in issue, an increase of 15.8 per cent in deposits by credit institutions and an increase of 8.0 per cent in derivatives. Derivatives with total negative fair values, including any accrued interest, are recognised as liabilities. The overall increase in total liabilities of the Nordea Group as of 31 March 2026 was partially offset by a decrease of 0.7 per cent in deposits and borrowings from the public and a decrease of 1.0 per cent in subordinated liabilities. All balance sheet items in foreign currencies discussed above are translated into euro in the consolidated financial statements at the period-end rates. The appreciation of the euro against the Swedish krona had a decreasing effect and the depreciation of the euro against the Norwegian krone had an increasing effect on the Nordea Group's total liabilities as of 31 March 2026 compared to 31 December 2025.

As of 31 December 2025, total liabilities of the Nordea Group were EUR 621.9 billion, an increase of EUR 31.0 billion, or 5.2 per cent, compared to total liabilities of EUR 590.9 billion as of 31 December 2024. The increase in total liabilities was mainly attributable to an increase of 4.5 per cent in deposits and borrowings from the public, an increase of 4.3 per cent in debt securities in issue and an increase of 18.6 per cent in deposits by credit institutions. The overall increase in total liabilities of the Nordea Group as of 31 December 2025 was partially offset by a decrease of 27.8 per cent in derivatives. All balance sheet items in foreign currencies discussed above are translated into euro in the consolidated financial statements at the period end rates. The depreciation of the euro against the Swedish krona had an increasing effect and the appreciation of the euro against the Norwegian krone had a decreasing effect on the Nordea Group's total liabilities as of 31 December 2025 compared to 31 December 2024.

As of 31 December 2024, total liabilities of the Nordea Group were EUR 590.9 billion, an increase of EUR 37.4 billion, or 6.8 per cent, compared to total liabilities of EUR 553.5 billion as of 31 December 2023. The increase in total liabilities was mainly attributable to an increase of 10.7 per cent in deposits and borrowings from the public, an increase of 19.7 per cent in deposits in pooled schemes and unit-linked investment contracts and an increase of 3.1 per cent in debt securities in issue. The overall increase in total liabilities of the Nordea Group as of 31 December 2024 was partially offset by a decrease of 18.7 per cent in derivatives. All balance sheet items in foreign currencies discussed above are translated into euro in the consolidated financial statements at the period-end rates. The appreciation of the euro against the Norwegian krone had a decreasing effect and the depreciation of the euro against the Swedish krona had an increasing effect in the Nordea Group's total liabilities as of 31 December 2024 compared to 31 December 2023.

Total Equity

As of 31 March 2026, total equity of the Nordea Group amounted to EUR 30,092 million, a decrease of EUR 2,327 million, or 7.2 per cent, compared to total equity of EUR 32,419 million as of 31 December 2025. The decrease in total equity as of 31 March 2026 compared to 31 December 2025 resulted mainly from dividends paid of EUR 3,263 million and the effect of share repurchases of EUR 380 million under Nordea's share buy-back programme, partially offset by net profit for the period of EUR 1,100 million.

As of 31 December 2025, total equity of the Nordea Group amounted to EUR 32,419 million, a decrease of EUR 17 million, or 0.1 per cent, compared to total equity of EUR 32,436 million as of 31 December 2024. The decrease in total equity as of 31 December 2025 compared to 31 December 2024 resulted mainly from dividends paid of EUR 3,268 million and the effect of share repurchases of EUR 897 million under Nordea's share buy-back programmes, partially offset by net profit for the period of EUR 4,840 million.

As of 31 December 2024, total equity of the Nordea Group amounted to EUR 32,436 million, an increase of EUR 1,211 million, or 3.9 per cent, compared to total equity of EUR 31,225 million as of 31 December 2023. The increase in total equity as of 31 December 2024 compared to 31 December 2023 resulted mainly from net profit for the year of

EUR 5,059 million, partially offset by dividends paid of EUR 3,218 million and the effect of share repurchases of EUR 372 million under Nordea's share buy-back programme.

Nordea

The following table sets forth the principal items of Nordea's balance sheet on a nonconsolidated basis as of 31 March 2026 and 31 December 2025:

	As of 31 December 2025 (restated) (EUR in millions)	Change[1] (per cent)	As of 31 March 2026 (EUR in millions)
Assets			
Cash and balances with central banks	36,338	(5.9)	34,178
Debt securities eligible for refinancing with central banks	78,724	7.6	84,715
Loans to credit institutions	87,447	0.8	88,161
Loans to the public[3]	168,469	3.6	174,478
Interest-bearing securities	10,145	9.5	11,111
Shares	18,280	3.2	18,864
Investments in group undertakings	15,981	1.1	16,160
Investments in associated undertakings and joint ventures	71	0.0	71
Derivatives	18,241	16.2	21,188
Other[2][3]	9,508	69.1	16,081
Total assets[3]	**443,204**	4.9	**465,007**
Liabilities			
Deposits by credit institutions and central banks	42,027	12.2	47,142
Deposits and borrowings from the public	250,302	(0.5)	249,060
Debt securities in issue	78,991	7.0	84,510
Derivatives	18,857	6.9	20,159
Other[3][4]	24,978	53.8	38,413
Total liabilities[3]	**415,155**	5.8	**439,284**
Equity			
Share capital	4,050	0.0	4,050
Invested unrestricted equity	1,077	(1.4)	1,062
Other reserves	(137)	(23.4)	(105)
Retained earnings[3]	18,325	6.6	19,535
Net profit for the period[3]	4,734	(75.1)	1,181
Total equity[3]	**28,049**	(8.3)	**25,723**
Total liabilities and equity[3]	**443,204**	4.9	**465,007**

(1) Indicates percentage change from 31 December 2025 to 31 March 2026.

(2) Comprised of fair value changes of the hedged items in portfolio hedges of interest rate risk, intangible assets, tangible assets, deferred tax assets, current tax assets, retirement benefit assets, prepaid expenses and accrued income, and other assets, which includes claims on securities settlement proceeds, cash/margin receivables related to derivatives and other assets.

(3) On 1 January 2026, Nordea adopted "*IFRS 16 – Leases*", as permitted under Finnish accounting standards, to align its accounting policy and presentation of leases with the consolidated financial statements of Nordea Group. Nordea recorded the cumulative effect of initially applying "*IFRS 16 – Leases*" as an adjustment to the opening equity of 1 January 2025. The impact of the adoption has been described in "*Note 1 Accounting policies*" to the unaudited financial statements for the three months ended and as of 31 March 2026 of Nordea Bank Abp incorporated by reference to this Programme Document. The comparative information for this subtotal for the years ended 31 December 2025 and 2024 in the table above has been restated accordingly. The restated information is unaudited. The balance sheet for the year ended 31 December 2023 has not been restated to reflect the implementation of "*IFRS 16 – Leases*". For more information on the impact of the adoption of "*IFRS 16 – Leases*", see "*—Introduction—Reclassifications and Restatements— Changed Accounting Policies and Presentation of the Financial Statements of Nordea Bank Abp in 2026*" above.

(4) Comprised of fair value changes of the hedged items in portfolio hedges of interest rate risk, current tax liabilities, accrued expenses and prepaid income, deferred tax liabilities, provisions, retirement benefit liabilities, subordinated liabilities, and other liabilities, which includes liabilities on securities settlement proceeds, sold, not held, securities, accounts payable, cash/margin payables related to derivatives, cash items in process of collection and other liabilities.

The following table sets forth the principal items of Nordea's balance sheet on a nonconsolidated basis as of 31 December 2025, 2024 and 2023:

	As of 31 December				
	2023	Change[1]	2024	Change[1]	2025
	(EUR in millions)	(per cent)	(restated) (EUR in millions)	(per cent)	(restated) (EUR in millions)
Assets					
Cash and balances with central banks	49,150	(8.7)	44,862	(19.0)	36,338
Debt securities eligible for refinancing with central banks	59,967	19.0	71,349	10.3	78,724
Loans to credit institutions	68,589	9.5	75,139	16.4	87,447
Loans to the public[3]	149,900	1.4	151,979	10.9	168,469
Interest-bearing securities	13,796	(30.2)	9,630	5.3	10,145
Shares	9,437	85.3	17,491	4.5	18,280
Investments in group undertakings	14,090	11.1	15,656	2.1	15,981
Investments in associated undertakings and joint ventures	64	15.6	74	(4.1)	71
Derivatives	27,832	(6.4)	26,054	(30.0)	18,241
Other[2][3]	11,945	(5.3)	11,307	(15.9)	9,508
Total assets[3]	**404,770**	4.6	**423,541**	4.6	**443,204**
Liabilities					
Deposits by credit institutions and central banks	36,488	(0.5)	36,306	15.8	42,027
Deposits and borrowings from the public	217,574	10.4	240,106	4.2	250,302
Debt securities in issue	71,859	(2.4)	70,127	12.6	78,991
Derivatives	32,202	(19.5)	25,927	(27.3)	18,857
Other[3][4]	19,013	20.8	22,963	8.8	24,978
Total liabilities[3]	**377,136**	4.9	**395,429**	5.0	**415,155**
Equity					
Share capital	4,050	0.0	4,050	0.0	4,050
Additional tier 1 capital holders	750	0.0	750	–	–
Invested unrestricted equity	1,063	(0.9)	1,053	2.3	1,077
Other reserves	(198)	(81.3)	(37)	n.a.	(137)
Retained earnings[3]	17,230	5.1	18,107	1.2	18,325
Net profit for the year[3]	4,739	(11.6)	4,189	13.0	4,734
Total equity[3]	**27,634**	1.7	**28,112**	(0.2)	**28,049**
Total liabilities and equity[3]	**404,770**	4.6	**423,541**	4.6	**443,204**

(1) Indicates percentage change from 31 December 2023 to 31 December 2024 and from 31 December 2024 to 31 December 2025, respectively.

(2) Comprised of fair value changes of the hedged items in portfolio hedges of interest rate risk, intangible assets, tangible assets, deferred tax assets, current tax assets, retirement benefit assets, prepaid expenses and accrued income, and other assets, which includes claims on securities settlement proceeds, cash/margin receivables related to derivatives and other assets.

(3) On 1 January 2026 Nordea adopted "*IFRS 16 – Leases*" as permitted under Finnish accounting standards and impact the presentation of income statements and balance sheets prepared in accordance with the Finnish accounting standards to align its accounting policy and presentation of leases with the consolidated financial statements of Nordea Group. Nordea recorded the cumulative effect of initially applying "*IFRS 16 – Leases*" as an adjustment to the opening equity of 1 January 2025. The impact of the adoption has been described in "*Note 1 Accounting policies*" to the unaudited financial statements for the three months ended and as of 31 March 2026 of Nordea Bank Abp incorporated by reference to this Programme Document. The comparative information for the years ended 31 December 2025 and 2024 has been restated accordingly. The restated information for 31 December 2024 represent the 1 January 2025 restated balance sheet. The restated information is unaudited. The balance sheet for the year ended 31 December 2023 has not been restated to reflect the implementation of "*IFRS 16 – Leases*". For more information on the impact of the adoption of "*IFRS 16 – Leases*", see "*— Introduction—Reclassifications and Restatements— Changed Accounting Policies and Presentation of the Financial Statements of Nordea Bank Abp in 2026*" above.

(4) Comprised of fair value changes of the hedged items in portfolio hedges of interest rate risk, current tax liabilities, accrued expenses and prepaid income, deferred tax liabilities, provisions, retirement benefit liabilities, subordinated liabilities, and other liabilities, which includes liabilities on securities settlement proceeds, sold, not held, securities, accounts payable, cash/margin payables related to derivatives, cash items in process of collection and other liabilities.

Total Assets

As of 31 March 2026, total assets of Nordea were EUR 465.0 billion, an increase of EUR 21.8 billion, or 4.9 per cent, as compared to total assets of EUR 443.2 billion as of 31 December 2025. The increase in total assets of Nordea was mainly attributable to an increase of 3.6 per cent in loans to the public, an increase of 7.6 per cent in debt securities eligible for refinancing with central banks and an increase of 16.2 per cent in derivatives, partially offset by a decrease of 5.9 per cent in cash and balances with central banks. Derivatives with total positive fair values, including any accrued interest, are recognised as assets.

As of 31 December 2025, total assets of Nordea were EUR 443.2 billion, an increase of EUR 19.7 billion, or 4.6 per cent, compared to total assets of EUR 423.5 billion as of 31 December 2024. The increase in total assets of Nordea was mainly attributable to a 10.9 per cent increase in loans to the public, a 16.4 per cent increase in loans to credit institutions and a 10.3 per cent increase in debt securities eligible for refinancing with central banks, partially offset by a 19.0 per cent decrease in cash and balances with central banks and a 30.0 per cent decrease in derivatives.

As of 31 December 2024, total assets of Nordea were EUR 423.5 billion, an increase of EUR 18.8 billion, or 4.6 per cent, compared to total assets of EUR 404.8 billion as of 31 December 2023. The increase in total assets of Nordea was mainly attributable to a 19.0 per cent increase in debt securities eligible for refinancing with central banks, an 85.3 per cent increase in shares and a 9.5 per cent increase in loans to credit institutions, partially offset by an 8.7 per cent decrease in cash and balances with central banks, a 30.2 per cent decrease in interest-bearing securities and a 6.4 per cent decrease in derivatives.

Total Liabilities

As of 31 March 2026, total liabilities of Nordea were EUR 439.3 billion, an increase of EUR 24.1 billion, or 5.8 per cent, as compared to total liabilities of EUR 415.2 billion as of 31 December 2025. The increase in total liabilities of Nordea was mainly attributable to an increase of 7.0 per cent in debt securities in issue, an increase of 12.2 per cent in deposits by credit institutions and central banks and an increase of 6.9 per cent in derivatives, partially offset by a decrease of 0.5 per cent in deposits and borrowings from the public. Derivatives with total negative fair values, including any accrued interest, are recognised as liabilities.

As of 31 December 2025, total liabilities of Nordea were EUR 415.2 billion, an increase of EUR 19.8 billion, or 5.0 per cent, compared to total liabilities of EUR 395.4 billion as of 31 December 2024. The increase in total liabilities of Nordea was mainly attributable to a 4.2 per cent increase in deposits and borrowings from the public, a 12.6 per cent increase in debt securities in issue and a 15.8 per cent increase in deposits by credit institutions and central banks, partially offset by 27.3 per cent decrease in derivatives.

As of 31 December 2024, total liabilities of Nordea were EUR 395.4 billion, an increase of EUR 18.3 billion, or 4.9 per cent, compared to total liabilities of EUR 377.1 billion as of 31 December 2023. The increase in total liabilities was mainly attributable to an increase of 10.4 per cent in deposits and borrowings from the public, partially offset by a decrease of 19.5 per cent in derivatives.

Total Equity

As of 31 March 2026, total equity of Nordea amounted to EUR 25,723 million, a decrease of EUR 2,326 million, or 8.3 per cent, as compared to total equity of EUR 28,049 million as of 31 December 2025. The decrease in total equity as of 31 March 2026 compared to 31 December 2025 resulted mainly from dividends paid of EUR 3,263 million and the effect of share repurchases of EUR 380 million under Nordea's share buy-back programme, partially offset by net profit for the period of EUR 1,100 million.

As of 31 December 2025, total equity of Nordea amounted to EUR 28,049 million, a decrease of EUR 63 million, or 0.2 per cent, compared to total equity of EUR 28,112 million as of 31 December 2024. The decrease in total equity as of 31 December 2025 compared to 31 December 2024 resulted mainly from dividends paid of EUR 3,268 million and the effect of share repurchases of EUR 897 million under Nordea's share buy-back programmes, partially offset by net profit for the period of EUR 4,734 million.

As of 31 December 2024, total equity of Nordea amounted to EUR 28,112 million, an increase of EUR 478 million, or 1.7 per cent, compared to total equity of EUR 27,634 million as of 31 December 2023. The increase in total equity as of 31 December 2024 compared to 31 December 2023 resulted mainly from net profit for the year of EUR 4,189 million, partially offset by dividends paid of EUR 3,218 million and the effect of share repurchases of EUR 372 million under Nordea's share buy-back programme.

Capital Contributions to Subsidiaries

Nordea's capital contributions in 2025 amounted to EUR 60 million compared to capital contributions of EUR 1,770 million in 2024 and no capital contributions in 2023. The capital contributions in 2025 related primarily to normal course of business contributions within the Nordea Group and, in 2024, to the acquisition of Danske Bank's personal customer and private banking business in Norway.

Off-balance Sheet

Contingent Liabilities

In the ordinary course of its business, the Nordea Group issues various forms of guarantees in favour of its customers. Loan guarantees are provided for customers to guarantee obligations in other credit and pension institutions. Other guarantees mainly consist of commercial guarantees such as bid guarantees, advance payment guarantees, warranty guarantees and export-related guarantees. Contingent liabilities also include unutilised irrevocable import documentary credits and confirmed export documentary credits. For more information, see "*Note G7.1*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Commitments

The Nordea Group issues various forms of credit commitments in favour of its customers and enters into derivatives transactions largely for risk management purposes on standardised terms and conditions with off-balance sheet risk. For more information, see "*Note G7.2*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Pledged Assets

The Nordea Group's assets pledged as security for its own liabilities comprise securities pledged as security under repurchase agreements and under securities lending agreements. The transactions are conducted under standard agreements employed by financial market participants. Counterparties to the transactions are credit institutions and the public. The transactions are typically short term and mature within three months. Securities related to life operations are also pledged as security for the corresponding insurance. The Nordea Group's assets pledged as security for other than its own liabilities mainly relate to interest-bearing securities pledged as security for payment settlements with central banks and clearing institutions. For more information, see "*Note G7.3*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Capital Adequacy

The Nordea Group needs to keep sufficient capital to cover all risks taken (required capital) over a foreseeable future. In order to do this, the Nordea Group strives to attain efficient use of capital through active management of the balance sheet with respect to different asset, liability and risk categories.

The Nordea Group uses a variety of capital measurements and capital ratios to manage its capital. The Nordea Group calculates its regulatory capital requirements under the CRD framework. The Nordea Group is approved by the financial supervisory authorities to use the internal ratings-based ("**IRB**") approach when calculating the capital requirements for the main part of its credit portfolio. As of 31 December 2025, 90 per cent of the Nordea Group's credit REA was covered by IRB approaches. For operational risk, the standardised approach was applied.

The Nordea Group uses the Foundation IRB approach to calculate own funds requirements for exposures towards institutional customers. Institutions constituted 3 per cent of the total IRB REA at the end of 2025. For exposures towards corporate customers, the Nordea Group's main approach to calculate own funds requirement is the Advanced IRB approach, with minor parts of the portfolio subject to the Foundation IRB approach or standardised approach. The Advanced IRB approach covers banking and mortgage exposures in general in the Nordic countries and the international units. Foundation IRB is used for derivatives, securities lending exposures, exposures towards finance companies and large corporates. Large corporates were moved to Foundation IRB approach starting from 1 January 2025 with the application of so-called "CRR 3" updates (see "*Supervision and Regulation—Capital Adequacy, Liquidity and Leverage—Measures Related to Finalisation of Basel III*"). Standardised approach is used for a small segment of non-profit organisations, sovereign customers and equity exposures. Exposures to corporates include exposures towards rated small and medium-sized enterprises and specialised lending. Corporate Advanced IRB and Foundation IRB represented 33 per cent and 20 per cent of total IRB REA, respectively, at the end of 2025.

The Nordea Group uses the Advanced IRB approach to calculate own funds requirements for banking and mortgage exposures towards retail customers in the Nordic countries as well as in Nordea Finance Finland, with the exception of a few specific acquired portfolios in Norway. Other entities use the standardised approach to calculate own funds requirements for retail exposures. Retail exposures constituted 38 per cent of the total IRB REA at the end of 2025.

The Nordea Group has applied its new IRB retail models from the third quarter of 2024 after having received the final approval from the ECB on 9 July 2024. The Nordea Group has completed the redevelopment of its non-retail models and submitted the related IRB application to the ECB for approval in 2025. Subject to approval, the Nordea Group expects to implement the new non-retail models in 2027, at the earliest. The Nordea Group is also approved to use its own internal Value-at-Risk ("**VaR**") models to calculate capital requirements for the major parts of the market risk in the trading book. Starting from January 2027, capital requirements for market risk in the trading book are expected to be calculated under standardised approach for fundamental review of trading book.

The Nordea Group's CET1 capital as of 31 March 2026 was EUR 25.4 billion, an increase of EUR 0.3 billion from EUR 25.1 billion at the end of 2025. The increase in CET1 capital mainly reflected profit generation net of dividend accrual and foreign exchange effects, partially offset by an increase in REA and higher capital deductions.

As of 31 December 2025, the Nordea Group's CET1 capital was EUR 25.1 billion, an increase of EUR 0.6 billion from EUR 24.6 billion at the end of 2024. The increase was mainly driven by profit generation net of dividend accrual, partially offset by the capital deduction associated with the share buy-back programme. As of 31 December 2024, the Nordea Group's CET1 capital was EUR 24.6 billion, an increase of EUR 0.9 billion from EUR 23.6 billion at the end of 2023. The increase was mainly driven by profit generation net of dividend accrual, partially offset by the capital deduction associated with the share buy-back programme.

The Nordea Group's CET1 capital ratio was 15.7 per cent both as of 31 March 2026 and as of 31 December 2025, compared to 15.8 per cent as of 31 December 2024 and 17.0 per cent as of 31 December 2023. The Nordea Group's CET1 capital ratio requirement was 13.8 per cent both as of 31 March 2026 and as of 31 December 2025.

As of 31 March 2026, the Nordea Group's REA was EUR 162.1 billion, an increase of EUR 2.4 billion compared to REA of EUR 159.7 billion as of 31 December 2025. This increase was driven by higher corporate lending volumes, increased market risk and foreign exchange effects following an appreciation in the Norwegian krone. Increased credit valuation adjustments due to widening credit spreads also contributed to the REA increase as of 31 March 2026. This REA increase was partially offset by a reduction in retail risk weights following the annual probability of default ("**PD**") calibration of the retail models.

The following table sets forth the Nordea Group's capital ratios and REA as of the dates indicated:

	As of 31 December		
	2023	2024	2025
	(EUR in millions, unless otherwise indicated)		
CET1 capital, net after deduction	23,645	24,570	25,131
CET1 capital ratio, excluding Basel I floor[1], per cent	17.0	15.8	15.7
Tier 1 capital, net after deduction	26,845	28,683	29,379
Tier 1 capital ratio, excluding Basel I floor[2], per cent	19.4	18.4	18.4
Own funds, net after deduction[3]	30,815	32,800	33,904
Total capital ratio, excluding Basel I floor[2], per cent	22.2	21.0	21.2
Tier 2 capital, before regulatory adjustments	3,466	4,167	4,550
REA (excluding Basel I floor)			
Credit risk	**105,678**	**126,363**	**124,919**
IRB	**94,502**	**112,822**	**112,662**
of which corporate	59,993	58,065	59,775
of which advanced	53,628	51,905	37,057
of which foundation	6,365	6,160	22,718
of which institutions	3,868	4,257	3,597
of which retail	25,519	44,187	42,958
of which items representing securitisation positions	2,162	3,461	3,526
of which other	2,960	2,852	2,806
Standardised	**11,176**	**13,541**	**12,257**
Credit value adjustment risk	**596**	**396**	**455**
Market risk	**4,805**	**5,336**	**5,158**
of which trading book, internal approach	4,072	4,586	4,444
of which trading book, standardised approach	733	750	714
of which banking book, standardised approach	–	–	–
Settlement risk	**–**	**–**	0
Operational risk (standardised)	**16,048**	**17,874**	**21,125**
Additional REA related to Finnish risk weight floor due to Article 458 CRR	–	–	–
Additional REA related to Swedish risk weight floor due to Article 458 CRR	11,592	5,881	7,451
Additional REA, Article 3 CRR[4]	**–**	**–**	**551**
Total	**138,719**	**155,850**	**159,659**

(1) Includes profit for the period adjusted by accrued dividend.
(2) Includes result for the period.
(3) Own funds adjusted for IRB provision (*i.e.*, adjusted own funds equalling EUR 33,948 million as of 31 December 2025, EUR 33,028 million as of 31 December 2024 and EUR 30,261 million as of 31 December 2023).
(4) Changed capital treatment, from IRB to standardised approach, of certain portfolios that are not part of the non-retail model application.

The following table sets forth the capital ratios and REA of Nordea on a nonconsolidated basis as of the dates indicated:

	As of 31 December		
	2023[1]	2024[1]	2025[1]
	(EUR in millions, unless otherwise indicated)		
CET1 capital, net after deduction	20,355	21,333	21,039
CET1 capital ratio, excluding Basel I floor, per cent	16.3	16.2	13.2
Tier 1 capital, net after deduction	23,555	25,447	25,287
Tier 1 capital ratio, excluding Basel I floor, per cent	18.8	19.3	15.8
Own funds, net after deduction	27,407	29,587	29,822
Total capital ratio, excluding Basel I floor, per cent	21.9	22.4	18.7
Tier 2 capital, before regulatory adjustments	3,466	4,167	4,550
REA (excluding Basel I floor)			
Credit risk	**107,947**	**111,821**	**136,764**
IRB	**72,613**	**75,710**	**77,958**
Standardised	**35,334**	**36,111**	**58,806**
Credit value adjustment risk	**596**	**396**	**455**
Market risk	**4,945**	**5,336**	**5,158**
of which trading book, internal approach	4,072	4,587	4,444
of which trading book, standardised approach	733	750	714
of which banking book, standardised approach	139	–	–
Settlement risk	**0**	**–**	**0**
Operational risk (standardised)	**11,733**	**13,574**	**15,494**
Additional REA related to Finnish risk weight floor due to Article 458 CRR	**–**	**–**	–
Additional REA related to Swedish RW floor due to Article 458 CRR	**39**	**883**	**1,359**
Additional REA, Article 3 CRR	**–**	**–**	**486**
Subtotal	**125,260**	**132,011**	**159,715**
Total	**125,260**	**132,011**	**159,715**

(1) Excluding profit for the period.

See also "*Presentation of Financial Information*", "*Capitalisation and Indebtedness*", "*Risk Management—Capital Management*" and "*Supervision and Regulation—Capital Adequacy, Liquidity and Leverage*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

On 28 October 2025, Nordea received the ECB's Joint Decision on the latest Supervisory Review and Evaluation Process ("**SREP**"), which includes the pillar 2 requirement. In the Joint Decision, the pillar 2 requirement was maintained at 1.60 per cent. As outlined in the Capital Requirements Directive, banks must meet the pillar 2 requirement with at least 56.25 per cent of CET1 capital. The CET1 capital requirement in the pillar 2 requirement was maintained at 0.90 per cent.

In the first quarter of 2026, Nordea received the SRB's decision on the Nordea Group's updated MREL requirements. The MREL requirements that the Nordea Group must meet are 23.6 per cent of REA excluding the combined buffer requirement and 6.2 per cent of LRE. The subordination requirements, which were reduced compared to the previous requirements, are 14.6 per cent of REA excluding the combined buffer requirement and 6.2 per cent of LRE. The SRB assesses and updates the requirements annually.

As of 31 March 2026, the Nordea Group's subordinated MREL ratio was 27.6 per cent of REA and 7.5 per cent of LRE, compared with the requirements of 23.0 per cent of REA and 6.2 per cent of LRE. The total MREL ratio was 35.2 per cent of REA and 9.6 per cent of LRE, compared with the requirements of 32.1 per cent of REA and 6.2 per cent of LRE. The leverage ratio (including the result for the period) was 4.8 per cent as of 31 March 2026 compared to 5.1 per cent 31 December 2025. This decrease was mainly driven by higher lending volumes and a temporary increase in receivables on securities settlements.

As of the date of this Programme Document, the MDA restrictions engage at a level of approximately 13.8 per cent. The Nordea Group's intention is to continue to maintain a strong buffer to MDA.

See also "*Risk Factors—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—The Nordea Group is subject to extensive regulation that is subject to change*" and "*—The regulatory framework to which the Nordea Group is subject imposes restrictions on discretionary payments if certain capital requirements or loss absorbing capacity requirements are not met*".

Liquidity and Capital Resources

Nordea views that liquidity risk is the risk that the Nordea Group is unable to service its cash flow obligations when they fall due or unable to meet its cash flow obligations without incurring significant additional funding costs. See "*Risk Management—Liquidity Management*". The Nordea Group is exposed to liquidity risk in its lending, investment, funding, off-balance sheet exposures and other activities which result in a negative cash flow mismatch. Nordea demonstrates a conservative attitude towards liquidity risk management and strives to diversify its sources of funding, and accordingly

seeks to establish and maintain relationships with investors in order to manage the market access in difficult market conditions.

Nordea is of the opinion that the Nordea Group's working capital (*i.e.*, its ability to access cash and other available liquid resources) is sufficient for it to meet its liabilities as they become due for a period of 12 months after the date of this Programme Document.

Sources of Funding

Overview

The Nordea Group's funding structure is based on customer deposits, primarily in the Nordic markets, and a variety of funding programmes. The Nordea Group's short-term funding programmes include commercial paper programmes and certificates of deposit. The Nordea Group's long-term funding is dominated by issuance of covered bonds out of its four mortgage issuance platforms, Nordea Kredit Realkreditaktieselskab in Denmark, Nordea Mortgage Bank Plc in Finland, Nordea Eiendomskreditt AS in Norway and Nordea Hypotek AB in Sweden. In addition to covered bonds, Nordea has historically focused its senior debt issuance out of its Euro Medium-Term Note ("**EMTN**") and other Medium-Term Note ("**MTN**") programmes (such as Nordea's Global Medium-Term Note Programme), which also provide for the opportunity of issuance of subordinated debt and additional tier 1 securities. The EMTN and other MTN programmes are multi-currency programmes allowing issuance in the currencies specified. This is to allow for currency risk management and funding flexibility. In the three months ended 31 March 2026, the total amount of new or extended long-term funding (excluding long-term certificates of deposit and Danish covered bonds) obtained by the Nordea Group was EUR 7.8 billion, of which EUR 6.8 billion was issued in the form of covered bonds and EUR 1.1 billion was issued as senior debt, compared to EUR 7.2 billion of new or extended long-term funding in the corresponding period in 2025. In 2025, the total amount of new or extended long-term funding (excluding long-term certificates of deposit and Danish covered bonds) obtained by the Nordea Group was EUR 21.5 billion, of which EUR 12.7 billion was issued in the form of covered bonds and EUR 8.8 billion was issued as senior debt. In addition, the Nordea Group issued EUR 1.7 billion in subordinated debt in 2025. New or extended long-term funding was EUR 10.4 billion in 2024 and EUR 21.0 billion in 2023. As of 31 December 2025, the total volume under the Nordea Group's long-term programmes was EUR 156.3 billion with an average maturity of 5.7 years, compared to EUR 156.5 billion and 5.8 years, respectively, as of 31 December 2024. The volume utilised under the Nordea Group's certificate of deposit and commercial paper programmes was EUR 48.8 billion as of 31 December 2025 with an average maturity of 0.4 years, compared to EUR 39.7 billion and 0.3 years, respectively, as of 31 December 2024.

The following table sets forth Nordea Group's long and short-term funding sources as of 31 December 2025:

	As of 31 December 2025		
	Interest rate base	Average maturity (years)	Amount (EUR in millions)
Deposits by credit institutions			
Shorter than three months	Euribor etc.	0.0	32,024
Longer than three months	Euribor etc.	0.5	2,107
Deposits and borrowings from the public			
Deposits on demand	Administrative	0.0	174,022
Other deposits	Euribor etc.	0.1	68,852
Debt securities in issue			
Certificates of deposits	Euribor etc.	0.4	38,220
Commercial papers	Euribor etc.	0.3	10,591
Mortgage covered bond loans	Fixed rate, market-based	6.5	119,299
Other bond loans	Fixed rate, market-based	3.3	28,616
Fair value changes of hedged items			(450)
Derivatives			18,078
Other non-interest bearing items			88,665
Subordinated debt			
Tier 2 subordinated bond loans	Fixed rate, market-based	4.2	4,613
Additional tier 1 subordinated bond loans (undated)	Fixed rate, market-based		4,367
Fair value changes of hedged items			(170)
Equity			32,419
Total (total liabilities and equity)			**621,253**
Liabilities to policyholders			33,097
Total (total liabilities and equity) including life insurance operations			**654,350**

The maturity profile of the Nordea Group's assets and liabilities, including its debt securities in issue and subordinated liabilities, is set forth in "*Note G10.3*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Deposits and Borrowings from the Public

The Nordea Group has a well-diversified base of household and corporate deposits, primarily in the Nordic markets, in which the Nordea Group conducts the majority of its banking operations.

As of 31 December 2025, the Nordea Group's total deposits and borrowings from the public amounted to EUR 242.9 billion compared to EUR 232.4 billion as of 31 December 2024. Deposits and borrowings from the public in Denmark, Finland, Norway and Sweden represented 19 per cent, 33 per cent, 16 per cent and 29 per cent, respectively, of total deposits and borrowings from the public as of 31 December 2025.

As of 31 December 2024, the Nordea Group's total deposits and borrowings from the public amounted to EUR 232.4 billion compared to EUR 210.1 billion as of 31 December 2023. Deposits and borrowings from the public in Denmark, Finland, Norway and Sweden represented 19 per cent, 30 per cent, 15 per cent and 29 per cent, respectively, of total deposits and borrowings from the public as of 31 December 2024.

Commercial Paper and Certificates of Deposit

The Nordea Group utilises commercial paper programmes and certificates of deposits as a source of short-term funding. The Nordea Group's current programmes include U.S., European, French and domestic commercial paper programmes and certificates of deposit.

Covered Bonds

Issuance of covered bonds represents a significant portion of the Nordea Group's long-term funding. Covered bonds secured by mortgage assets are the main funding source for the Nordea Group's mortgage lending operations. The Nordea Group issues covered bonds primarily out of its mortgage companies Nordea Kredit Realkreditaktieselskab, Nordea Mortgage Bank Plc, Nordea Hypotek AB (publ) and Nordea Eiendomskreditt AS. Covered bonds have provided the Nordea Group with commercially attractive and secure funding during periods of market volatility. The covered bonds of Nordea Kredit Realkreditaktieselskab are rated AAA by Standard & Poor's and the covered bonds of Nordea Mortgage Bank Plc, Nordea Hypotek AB (publ) and Nordea Eiendomskreditt AS are rated Aaa by Moody's.

Unsecured Bonds

Long-term unsecured debt has primarily been issued under Nordea's various EMTN and other MTN programmes. Notable transactions in 2023, Nordea's issuances included, among others, a EUR 1.0 billion 3-year senior non-preferred bond, a EUR 1.0 billion 5-year senior non-preferred bond, a EUR 1.0 billion 3-year senior non-preferred bond issued under the SLL Funding Framework and a EUR 0.5 billion green tier 2 bond. In 2024, Nordea's notable issuances included a EUR 1.0 billion 10-year senior non-preferred bond, a USD 1.0 billion 3-year senior preferred bond, USD 800 million 7.5-year non-call perpetual additional tier 1 (AT1) conversion notes, SEK 3.75 billion 5.5-year non-call perpetual additional tier 1 (AT1) conversion notes, NOK 1.6 billion 5.5-year non-call perpetual additional tier 1 (AT1) conversion notes, a SEK 2.4 billion 3-year senior preferred bond and a NOK 2.5 billion 5.5-year senior preferred bond under its sustainability-linked loan funding framework, a green EUR 750 million 7-year senior non-preferred bond and a NOK 2.75 billion 10.5-year non-call 5.5-year tier 2 bond. Notable transactions in 2025 included the issuance of a EUR 750 million 4-year non-call 3-year senior non-preferred bond, GBP 300 million 4-year non-call 3-year senior non-preferred bond, USD 1.0 billion 3-year senior preferred notes, a EUR 1.0 billion 5-year senior preferred bond, JPY 53.5 billion in multi-tranche senior non-preferred and senior preferred notes, NOK 7 billion in senior non-preferred notes, of which NOK 2.7 billion was issued in green format, NOK 3.5 billion 5.25-year non-call perpetual additional tier 1 (AT1) conversion notes and SEK 2.5 billion 5.25-year non-call perpetual additional tier 1 (AT1) conversion notes and USD 850 million 8.2-year non-call perpetual additional tier 1 (AT1) conversion notes, EUR 750 million green 10-year senior non-preferred notes, USD 1.0 billion 5-year senior preferred notes, EUR 500 million 10-year non-call 5 year Tier 2 notes and EUR 1.0 billion three-year senior preferred notes. In the three months ended 31 March 2026, Nordea's issuances included EUR 750 million 7-year senior preferred notes and a SEK 3.25 billion 3-year senior preferred notes.

The Nordea Group issues various forms of subordinated notes for tier 1 and total capital ratio management purposes. See "*Note G3.17*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document and "*Capitalisation and Indebtedness*".

Ratings

As of the date of this Programme Document, Nordea and its mortgage subsidiaries have been assigned ratings by Moody's, Standard & Poor's and Fitch as set forth in the following table:

	Moody's		Standard & Poor's		Fitch	
	Short	**Long**	**Short**	**Long**	**Short**	**Long**
Nordea Bank Abp	P-1	Aa2[(1)]	A-1+	AA-	F1+	AA-
Nordea Hypotek AB (publ)	–	Aaa[(2)]	–	–	–	–
Nordea Eiendomskreditt AS	–	Aaa[(2)]	–	–	–	–
Nordea Mortgage Bank Plc	–	Aaa[(2)]	–	–	–	–
Nordea Kredit Realkreditaktieselskab	–	–	–	AAA[(2)]	–	–

(1) Negative outlook by Moody's as from 21 April 2026. The ratings outlook change by Moody's reflected the adoption by the European Parliament of the CMDI framework that introduces extended depositor preference across the European Union. See also "*Risks Relating to the Notes—Risks Relating to All Notes—The Notes rank junior to preferred deposits in the insolvency hierarchy*".

(2) Covered bond rating

The ratings set forth above are accurate only as of the date of this Programme Document and are subject to change at any time. A rating only reflects the views of the relevant rating agency and is not a recommendation to buy, sell or hold any securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Cash Flows

The following table sets forth the composition of the Nordea Group's cash flow for the periods indicated:

	As of and for the three months ended 31 March		As of and for the year ended 31 December		
	2025	**2026**	**2023**	**2024**	**2025**
			(EUR in millions)		
Cash flow from operating activities	3,934	(397)	(6,472)	906	(3,164)
Cash flow from investing activities	(192)	(148)	(535)	(2,916)	(579)
Cash flow from financing activities	(4,233)	(1,491)	(4,008)	(2,347)	(3,341)
Cash flow for the period	**(491)**	**(2,036)**	**(11,015)**	**(4,357)**	**(7,084)**
Cash and cash equivalents at the beginning of the period	47,565	39,193	62,877	51,362	47,565
Translation difference	(272)	96	(500)	560	(1,288)
Cash and cash equivalents at the end of period	46,802	37,253	51,362	47,565	39,193
Change	**(491)**	**(2,036)**	**(11,015)**	**(4,357)**	**(7,084)**

Operating Activities

The Nordea Group's cash flow from operating activities is derived from the operating profit for the year, adjusted for items not included in cash flow and income taxes paid. Adjustments for items not included in cash flow include items such as loan losses, unrealised gains and losses, capital gains and losses, depreciation and impairment charges. Cash flow from operating activities is presented after changes in operating assets and liabilities. Operating assets and liabilities consist of assets and liabilities that are part of the Nordea Group's normal business activities, such as loans and receivables, deposits and debt securities in issue and which are not attributable to investing and financing activities. Cash flow from operating activities also includes interest payments received and interest expenses paid.

Cash flow used in operating activities was EUR 397 million in the three months ended 31 March 2026, compared to cash from operating activities of EUR 3,934 million in the three months ended 31 March 2025. The change was primarily due to changes in adjustments for items not included in cash flow. In the three months ended 31 March 2026, cash flow used in operating activities included interest payments received of EUR 4,014 million, compared to EUR 4,555 million in the corresponding period in 2025. Interest expenses paid in the three months ended 31 March 2026 were EUR 1,906 million, compared to EUR 2,487 million in the corresponding period in 2025.

In 2025, cash flow used in operating activities was EUR 3,164 million, compared to cash flow from operating activities of EUR 906 million in 2024. The change was due to changes both in operating assets, in particular in loans to the public, and in operating liabilities, driven by changes in other liabilities and deposits and borrowings from the public. In 2025, cash flow used in operating activities included interest payments received of EUR 17,336 million, compared to EUR 21,235 million in 2024. Interest expenses paid in 2025 were EUR 10,139 million, compared to EUR 13,444 million in 2024.

In 2024, cash flow from operating activities was EUR 906 million, compared to cash flow used in operating activities of EUR 6,472 million in 2023. The change was primarily due to a change in operating liabilities, in particular in changes in deposits and borrowings from the public and in other liabilities. In 2024, cash flow used in operating activities included interest payments received of EUR 21,235 million, compared to EUR 19,541 million in 2023. Interest expenses paid in 2024 were EUR 13,444 million, compared to EUR 11,624 million in 2023.

Investing Activities

Investing activities include acquisitions and divestments of non-current assets, such as property and equipment as well as intangible and financial assets. Aggregated cash flow from the acquisition and sale of business operations are presented separately.

In the three months ended 31 March 2026, cash flow used in investing activities was EUR 148 million, compared to cash flow used in investing activities of EUR 192 million in the corresponding period in 2025, primarily attributable to acquisition of intangible assets.

In 2025, cash flow used in investing activities was EUR 579 million, primarily attributable to acquisition of intangible assets. Cash flow used in investing activities in 2024 was EUR 2,916 million, primarily attributable to the acquisition of Danske Bank's personal customer and private banking business in Norway.

In 2024, cash flow used in investing activities was EUR 2,916 million compared to cash flow used in investing activities in 2023 was EUR 535 million, primarily attributable to acquisition of intangible assets.

Financing Activities

Financing activities are activities that result in changes in equity and subordinated liabilities, such as the issuance of new shares, the payment of dividends, as well as issued/amortised subordinated liabilities.

In the three months ended 31 March 2026, cash flow used in financing activities was EUR 1,491 million, primarily attributable to amortised subordinated liabilities of EUR 1,068 million and share repurchases of EUR 395 million. In the three months ended 31 March 2025, cash flow used in financing activities was EUR 4,233 million, primarily attributable to the dividend payment of EUR 3,268 million for the year ended 31 December 2024.

In 2025, cash flow used in financing activities was EUR 3,341 million, primarily attributable to the dividends of EUR 3,268 million paid in 2025, the effect of share repurchases of EUR 897 million under Nordea's share buy-back programme and amortised subordinated liabilities of EUR 839 million, partially offset by issued subordinated liabilities of EUR 1,776 million.

In 2024, cash flow used in financing activities was EUR 2,347 million, primarily attributable to the dividends of EUR 3,218 million paid in 2024 and amortised subordinated liabilities of EUR 762 million, partially offset by issued subordinated liabilities of EUR 2,192 million. Cash flow used in financing activities in 2023 was EUR 4,008 million, primarily attributable to dividends paid of EUR 2,876 million and the effect of share repurchases of EUR 1,264 million under Nordea's share buy-back programme.

Cash and Cash Equivalents

Cash and cash equivalents comprise cash and balances with central banks as well as loans to central banks and credit institutions, which are payable on demand and not represented by bonds or other interest-bearing securities. In the three months ended 31 March 2026, cash and cash equivalents, excluding translation difference, decreased by EUR 2,132 million compared to 31 December 2025. In 2025, cash and cash equivalents, excluding translation difference, decreased by EUR 8,372 million compared to 31 December 2024. In 2024, cash and cash equivalents, excluding translation difference, decreased by EUR 3,797 million compared to 31 December 2023.

Contractual Obligations

The Nordea Group has various contractual obligations under which it is obligated to make future payments. The following table provides information on the maturity profile of the Nordea Group's contractual obligations as of 31 December 2025:

	As of 31 December 2025		
	Total	Less than 1 year	More than 1 year
		(EUR in millions)	
Long-term debt obligations[1]	205,086	71,625	133,461
Deposit by credit institutions and deposits and borrowings from the public	277,005	257,175	19,830
Right of use assets obligations	1,045	106	939
Other long-term liabilities[2]	33,393	2,314	31,079
Total	**516,529**	**331,220**	**185,309**

(1) Includes debt securities in issue and subordinated liabilities.

(2) Includes retirement benefit obligations and liabilities to policyholders. Non-current liabilities excluded from the table above consist of deferred taxes, derivatives and provisions. These items have been excluded due to significant uncertainties in future cash flow.

Critical Accounting Policies and Estimates

General

Accounting policies are considered to be particularly important to the financial position of the Nordea Group, since they require management to make difficult, complex or subjective judgments and estimates, the majority of which relate to matters that are inherently uncertain. These critical judgments and estimates are in particular associated with:

- the fair value measurement of certain financial instruments;
- the impairment testing of goodwill and loans to the public/credit institutions;
- the actuarial calculations of pension liabilities and plan assets related to employees;
- actuarial calculations of insurance contracts;
- valuation of deferred tax assets; and
- valuation of investment properties.

Estimates are based on past experience and assumptions that management believes are fair and reasonable. These estimates and the judgment behind them affect the reported amounts of assets, liabilities and off-balance sheet items, as well as income and expenses included in the Nordea Group's financial statements. As a result of the use of such estimates and assumptions, the actual income may differ from the estimates and the assumptions made.

Fair Value Measurement

Critical judgments are exercised when determining fair value of "over-the-counter" ("**OTC**") derivatives and other financial instruments that lack quoted prices or recently observed market prices. Critical judgments are made in the following areas:

- the choice of valuation techniques;
- the determination of when quoted prices fail to represent fair value (including judgment on whether markets are active);
- the calculation of fair value adjustments in order to incorporate relevant risk factors such as credit risk, model risk and liquidity risk; and
- the judgment of which market parameters are observable.

In all of these instances, decisions are based upon professional judgment in accordance with the Nordea Group's accounting and valuation policies. More information on financial assets, the valuation of which required management to exercise judgment and make estimates to determine fair value, can be found in "*Note G3.4*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Impairment Testing

Goodwill

Goodwill is tested for impairment annually. Impairment testing is also performed more frequently if events or changes in circumstances indicate that it might be impaired. This consists of an analysis as to whether the carrying amount of goodwill is fully recoverable. The determination of the recoverable amount involves establishing the value in use, measured as the present value of the cash flows expected from the cash-generating unit, to which the goodwill has been allocated. The forecasts are based on the macroeconomic outlook, including information on GDP growth, inflation and benchmark rates for the relevant countries. Based on these forecasts, business areas project how forecasted margins, volumes, sales and costs will develop the coming years. Credit losses are estimated using the long-term average for the different business areas. This results in an income statement for each year. The projected cash flow for each year is the forecasted net result in these income statements, reduced by the capital needed to grow the business in accordance with the long-term growth assumptions. There is also an allocation of central costs to business areas to make sure the cash flows for the cash-generating unit include all indirect costs. Tax costs are estimated based on the standard tax rate. Changes to any of these parameters, following changes in market conditions, competition, strategy or other, affects the forecasted cash flows and may result in impairment charges of goodwill. See "*Note G5.1*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document. As of

31 December 2025, the Nordea Group's goodwill amounted to EUR 2,185 million and EUR 2,225 million as of 31 March 2026.

Loans to the Public/Credit Institutions

For individual significant impaired loans, critical judgment relates to the estimation of the amount and timing of the expected cash flows to be received from the customers under different scenarios, including the valuation of any collateral received. Judgment is also applied when assigning the likelihood of the different scenarios occurring. For other loans, judgment is exercised to assess when an exposure has experienced a significant increase in credit risk. Judgment is also exercised in the choice of modelling approaches covering other parameters used when calculating the expected losses, such as the expected lifetime used in stage 2, as well as in the assessment of whether the parameters based on historical experience are relevant for estimating future losses. The statistical models used to calculate provisions are based on macroeconomic scenarios, which requires management to exercise judgment when identifying such scenarios and when assigning the likelihood of the different scenarios occurring. Judgment is also exercised in the assessment regarding to what extent the parameters for the different scenarios, based on historical experience, are relevant for estimating future losses. The model is based on data collected before the reporting date, requiring the Nordea Group to identify events that could affect the provisions after the data is sourced to the model calculation. The Nordea Group adjusts its collectively calculated provisions if the historical data does not adequately reflect management's view regarding expected credit losses. Adjustments to the model-based expected credit losses are made to reflect the estimation uncertainty. See "*Note G3.8*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Actuarial Calculations of Pension Liabilities and Plan Assets Related to Employees

The estimation of the discount rate is subject to uncertainty as to whether corporate bond markets are liquid enough and of sufficient high quality and also in connection with the extrapolation of yield curves to relevant maturities. In Sweden, Norway and Denmark the discount rate is determined with reference to covered bonds, whereas in Finland and UK it is determined with reference to investment grade corporate bonds. Other relevant assumptions, such as future salary increases and indexation of benefits are based on the expected long-term development of these parameters and are also subject to estimation uncertainty. As of 31 December 2025, the Nordea Group's defined benefit obligation was EUR 2,753 million. See "*Note G8.2*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Actuarial Calculations of Insurance Contracts

The valuation of insurance liabilities includes estimations and assumptions, both financial and actuarial. One of the important financial assumptions is the interest rate used for discounting future cash flows. Other important actuarial assumptions are those on mortality and disability, which affect the size and timing of the future cash flows. Assumptions about future administrative and tax expenses also have an impact on the calculation of policyholder liabilities. See "*Note G4*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Valuation of Deferred Tax Assets

The valuation of deferred tax assets is influenced by management's assessment of the Nordea Group's future profitability. This assessment is updated and reviewed at each balance sheet date, and is, if necessary, revised to reflect the current situation. See "*G2.11*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Valuation of Investment Properties

Investment properties are measured at fair value as described in "*G5.3*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document. As there normally are no active markets for investment properties, the fair values are estimated based on discounted cash flow models. These models are based on assumptions on future rents, vacancy levels, operating and maintenance costs, yield requirements and interest rates.

SELECTED STATISTICAL DATA AND OTHER INFORMATION

The following information is included for analytical purposes and should be read in connection with the Nordea Group's audited consolidated financial statements contained elsewhere in this Programme Document, as well as the section "*Operating and Financial Review and Prospects*". Unless otherwise indicated, information included in this section has not been extracted from the Nordea Group's audited consolidated financial statements and has not been audited. Such information has been derived from the Nordea Group's accounting records. Average balances for the years ended 31 December 2025, 2024 and 2023 have, unless otherwise indicated, been calculated from monthly data because the Nordea Group does not record all balance sheet line items on a more frequent basis.

Analysis of Changes in Interest Income and Expense

The following table analyses changes in the Nordea Group's net interest income attributable to changes in average volume of interest-earning assets and interest-bearing liabilities and changes in their respective interest rates for the years ended 31 December 2025, 2024 and 2023. Changes to net interest income due to changes in volume have been calculated by multiplying the change in volume during the year by the average interest rate for the previous year. Changes to net interest income due to changes in interest rate have been calculated by multiplying the change in average interest rate by the average volume of the previous year. Changes due to a combination of volume and interest rates have been allocated proportionally.

	Increase/(decrease) due to changes					
	For the year ended 31 December 2024 compared to the year ended 31 December 2023			For the year ended 31 December 2025 compared to the year ended 31 December 2024		
	Average volume	Average interest rate	Net change	Average volume	Average interest rate	Net change
	(EUR in millions)					
Assets						
Loans to central banks and credit institutions	(570)	277	(293)	(308)	(384)	(691)
Loans to the public	280	1,482	1,762	1,039	(2,913)	(1,873)
Interest-bearing securities	20	338	358	168	(302)	(134)
Total interest on interest-earning assets	**(270)**	**2,097**	**1,828**	**899**	**(3,598)**	**(2,699)**
Derivatives and other interest-earning assets			(477)			(477)
Total interest income			**1,351**			**(3,175)**
Liabilities						
Deposits by credit institutions	(37)	18	(20)	(20)	(231)	(251)
Deposits and borrowings from the public	136	895	1,031	337	(1,747)	(1,410)
Debt securities in issue	(82)	131	49	220	(266)	(46)
Subordinated liabilities	43	6	49	58	15	73
Total interest on interest-bearing liabilities	**59**	**1,050**	**1,109**	**594**	**(2,228)**	**(1,634)**
Derivatives and other interest-bearing liabilities			98			98
Total interest expense			**1,207**			**(1,536)**

Average Balances and Interest Rates

The following table sets forth average interest-earning assets and average interest-bearing liabilities, along with the amount of interest earned or paid and the average interest rate for such asset or liability, for the years ended 31 December 2025, 2024 and 2023, respectively:

	For the year ended 31 December								
	2023			2024			2025		
	Average balance	Interest	Average rate	Average balance	Interest	Average rate	Average balance	Interest	Average rate
	(EUR in millions)		(per cent)	(EUR in millions)		(per cent)	(EUR in millions)		(per cent)
Assets									
Loans to central banks and credit institutions	73,357	2,642	3.6	57,534	2,349	4.1	49,996	1,658	3.3
Loans to the public	341,282	13,703	4.0	348,256	15,465	4.4	371,662	13,592	3.7
Interest-bearing securities	73,165	1,373	1.9	74,228	1,732	2.33	81,413	1,598	1.96
Total interest-earning assets	**487,804**	**17,718**	3.6	**480,018**	**19,546**	4.1	**503,071**	**16,847**	3.3
Derivatives and other interest-bearing assets		2,011	4.0		1,534	4.4		403	3.4
Non-interest earning assets	120,889			133,128			141,348		
Total average assets	**608,693**	**19,729**		**613,146**	**21,080**		**644,419**	**17,250**	
Liabilities									
Deposits by credit institutions	39,357	865	2.2	37,658	846	2.2	36,758	595	1.6
Deposits and borrowings from the public	214,100	4,158	1.9	221,109	5,189	2.3	235,454	3,779	1.6
Debt securities in issue	190,108	5,118	2.7	187,046	5,167	2.8	195,012	5,122	2.6
Subordinated liabilities	5,360	222	4.1	6,397	271	4.2	7,758	343	4.4
Total interest-bearing liabilities	**448,925**	**10,364**	2.3	**452,210**	**11,473**	2.5	**474,982**	**9,839**	2.1
Derivatives and other interest-bearing liabilities		**1,915**	2.7		**2,013**	3.0		244	2.1
Non-interest bearing liabilities	129,898			130,044			138,107		
Equity	29,870			30,892			31,330		
Total average liabilities and equity	**608,693**	**12,278**		**613,146**	**13,486**		**644,419**	**10,083**	
Net interest income		**7,451**			**7,594**			**7,167**	
Net yield on interest-earning assets			1.5			1.6			1.4

Investment Portfolio

The following table sets forth information regarding the Nordea Group's investment portfolio of debt securities as of 31 December 2025, 2024 and 2023, together with a breakdown of the instruments comprising the investment portfolio of debt securities by maturity:

	Book value as of 31 December		
	2023	2024	2025
	(EUR in millions)		
Treasury bills			
States, municipalities and other public bodies	736	0	0
Total	**736**	**0**	**0**
Bonds			
States, municipalities and other public bodies	14,035	19,926	20,949
Mortgage entities	24,000	20,311	23,733
Other credit institutions	22,349	24,499	25,340
Corporates	3,720	5,823	7,063
Other	3,160	2,905	2,787
Total	**67,264**	**73,464**	**79,872**
Total investment portfolio of debt securities	**68,000**	**73,464**	**79,872**

The following table sets forth maturities of the Nordea Group's investment portfolio as of 31 December 2025:

	As of 31 December 2025	
	Within 1 year	Over 1 year
	(EUR in millions)	
Interest-bearing securities[(1)]	13,526	66,346

(1) Including financial instruments pledged as collateral.

Types of Loans

The following table sets forth a breakdown of Nordea Group's gross loan portfolio after allowances as of 31 December 2025 and 2024:

	As of 31 December	
	2024	2025
	(EUR in millions)	
Financial institutions	16,011	19,154
Agriculture	8,017	8,530
Crops, plantations and hunting	3,088	3,140
Animal husbandry	2,107	2,026
Fishing and aquaculture	2,822	3,364
Natural resources	2,557	2,760
Paper and forest products	1,715	1,803
Mining and supporting activities	462	620
Oil, gas and offshore	380	337
Consumer staples	7,449	6,887
Food processing and beverages	1,943	1,920
Household and personal products	857	956
Healthcare	4,649	4,011
Consumer discretionary and services	11,982	12,134
Consumer durables	2,618	2,586
Media and entertainment	1,718	1,673
Retail trade	4,489	4,695
Air transportation	340	391
Accommodation and leisure	1,899	1,907
Telecommunication services	918	882
Industrials	31,354	34,932
Materials	2,167	2,373
Capital goods	3,769	4,405
Commercial and professional services	6,665	7,910
Construction	7,725	8,113
Wholesale trade	6,004	5,888
Land transportation	2,483	2,864
IT services	2,541	3,379
Maritime	4,819	4,663
Ship building	133	45
Shipping	4,199	4,052
Maritime services	487	566
Utilities and public services	7,939	8,793
Utilities distribution	4,611	5,227
Power production	2,264	2,473
Public services	1,064	1,093
Real estate	46,761	52,695
Commercial real estate	25,814	29,981
Residential real estate companies	6,589	7,635
Tenant-owned associations	14,358	15,079
Other industries	2,174	2,396
Total Corporate	**139,063**	**152,944**
Housing loans	167,418	170,880
Collateralised lending	13,398	13,378
Non-collateralised lending	4,961	4,867
Household	**185,777**	**189,125**
Public sector	**4,119**	**3,679**
Reversed repurchase agreements	**28,629**	**36,123**
Loans to the public by country	**357,588**	**381,871**
Of which loans at fair value	81,384	89,179

Loans Outstanding by Jurisdiction and Industry

The following tables set forth information regarding the Nordea Group's loan portfolio, net of allowances for loan losses, by jurisdiction and industry as of 31 December 2025 and 2024 (see also "*Risk Management—Credit Risk Management—Credit Risk Analysis*"):

	As of 31 December 2025					
	Denmark	**Finland**	**Norway**	**Sweden**	**Other**	**Total**
			(EUR in millions)			
Financial institutions	2,956	2,191	835	12,184	988	19,154
Agriculture	4,621	312	3,310	282	5	8,530
Crops, plantations and hunting	2,791	158	37	149	5	3,140
Animal husbandry	1,787	150	31	58	0	2,026
Fishing and aquaculture	43	4	3,242	75	0	3,364
Natural resources	349	1,066	608	660	77	2,760
Paper and forest products	249	693	274	510	77	1,803
Mining and supporting activities	14	365	92	149	0	620
Oil, gas and offshore	86	8	242	1	0	337
Consumer staples	3,094	856	994	1,895	48	6,887
Food processing and beverages	367	264	658	631	0	1,920
Household and personal products	276	102	130	447	1	956
Healthcare	2,451	490	206	817	47	4,011
Consumer discretionary and services	2,560	2,255	2,447	4,849	23	12,134
Consumer durables	161	272	248	1,883	22	2,586
Media and entertainment	493	329	118	733	0	1,673
Retail trade	873	1,307	912	1,602	1	4,695
Air transportation	291	13	34	53	0	391
Accommodation and leisure	684	245	598	380	0	1,907
Telecommunication services	58	89	537	198	0	882
Industrials	8,072	6,698	9,388	10,572	202	34,932
Materials	862	681	269	523	38	2,373
Capital goods	669	1,655	242	1,798	41	4,405
Commercial and professional services	2,500	1,020	2,049	2,246	95	7,910
Construction	1,178	986	3,983	1,966	0	8,113
Wholesale trade	1,669	1,003	1,010	2,199	7	5,888
Land transportation	515	790	547	995	17	2,864
IT services	679	563	1,288	845	4	3,379
Maritime	372	169	3,985	56	81	4,663
Ship building	0	15	30	0	0	45
Shipping	26	71	3,836	38	81	4,052
Maritime services	346	83	119	18	0	566
Utilities and public services	2,481	3,035	1,885	1,391	1	8,793
Utilities distribution	1,877	1,191	1,125	1,034	0	5,227
Power production	188	1,549	565	170	1	2,473
Public services	416	295	195	187	0	1,093
Real estate	10,488	9,892	9,338	22,977	0	52,695
Commercial real estate	4,907	5,287	8,047	11,740	0	29,981
Residential real estate companies	2,757	1,086	571	3,221	0	7,635
Tenant-owned associations	2,824	3,519	720	8,016	0	15,079
Other industries	341	7	70	54	1,924	2,396
Total Corporate	**35,334**	**26,481**	**32,860**	**54,920**	**3,349**	**152,944**
Housing loans	38,764	33,191	41,969	56,956	0	170,880
Collateralised lending	3,285	6,093	1,900	2,100	0	13,378
Non-Collateralised lending	669	1,958	322	1,918	0	4,867
Household	**42,718**	**41,242**	**44,191**	**60,974**	**0**	**189,125**
Public sector	**624**	**832**	**228**	**1,992**	**3**	**3,679**
Reversed repurchase agreements	**0**	**36,123**	**0**	**0**	**0**	**36,123**
Loans to the public by country	**78,676**	**104,678**	**77,279**	**117,886**	**3,352**	**381,871**
Of which loans at fair value	52,997	36,182	0	0	0	89,179

	As of 31 December 2024					
	Denmark	Finland	Norway	Sweden	Other	Total
	(EUR in millions)					
Financial institutions	2,964	1,899	825	9,343	980	16,011
Agriculture	4,454	347	2,996	216	4	8,017
Crops, plantations and hunting	2,677	174	103	130	4	3,088
Animal husbandry	1,743	169	142	53	0	2,107
Fishing and aquaculture	34	4	2,751	33	0	2,822
Natural resources	171	1,106	736	453	91	2,557
Paper and forest products	147	797	286	394	91	1,715
Mining and supporting activities	15	299	90	58	0	462
Oil, gas and offshore	9	10	360	1	0	380
Consumer staples	3,427	824	1,187	1,956	55	7,449
Food processing and beverages	282	286	858	509	8	1,943
Household and personal products	213	96	131	415	2	857
Healthcare	2,932	442	198	1,032	45	4,649
Consumer discretionary and services	2,323	2,191	2,724	4,720	24	11,982
Consumer durables	158	319	249	1,869	23	2,618
Media and entertainment	491	348	144	735	0	1,718
Retail trade	730	1,160	1,164	1,435	0	4,489
Air transportation	253	15	30	42	0	340
Accommodation and leisure	626	276	626	371	0	1,899
Telecommunication services	65	73	511	268	1	918
Industrials	6,781	6,484	8,682	9,065	342	31,354
Materials	676	576	280	585	50	2,167
Capital goods	665	1,555	192	1,308	49	3,769
Commercial and professional services	1,957	772	2,049	1,684	203	6,665
Construction	1,024	1,161	3,683	1,857	0	7,725
Wholesale trade	1,739	1,073	1,009	2,160	23	6,004
Land transportation	270	728	689	781	15	2,483
IT services	450	619	780	690	2	2,541
Maritime	230	180	4,197	57	155	4,819
Ship building	0	15	118	0	0	133
Shipping	31	71	3,907	35	155	4,199
Maritime services	199	94	172	22	0	487
Utilities and public services	2,008	2,880	1,902	1,149	0	7,939
Utilities distribution	1,502	1,252	1,094	763	0	4,611
Power production	124	1,331	596	213	0	2,264
Public services	382	297	212	173	0	1,064
Real estate	9,365	9,173	8,950	19,273	0	46,761
Commercial real estate	4,092	4,902	7,677	9,143	0	25,814
Residential real estate companies	2,499	902	462	2,726	0	6,589
Tenant-owned associations	2,774	3,369	811	7,404	0	14,358
Other industries	294	0	41	47	1,792	2,174
Total Corporate	**32,017**	**25,084**	**32,240**	**46,279**	**3,443**	**139,063**
Housing loans	41,174	33,261	41,563	51,420	0	167,418
Collateralised lending	3,719	5,985	1,676	2,018	0	13,398
Non-Collateralised lending	746	2,094	352	1,769	0	4,961
Household	**45,639**	**41,340**	**43,591**	**55,207**	**0**	**185,777**
Public sector	**676**	**706**	**82**	**2,652**	**3**	**4,119**
Reversed repurchase agreements	**0**	**28,629**	**0**	**0**	**0**	**28,629**
Loans to the public by country	**78,332**	**95,759**	**75,913**	**104,138**	**3,446**	**357,588**
Of which loans at fair value	52,696	28,688	0	0	0	81,384

Maturities of Loans

The following table sets forth maturities of the Nordea Group's loan portfolio, net of allowances for loan losses, as of 31 December 2025:

	As of 31 December 2025		
	Total	Within 12 months	After 12 months
		(EUR in millions)	
Cash and balances with central banks	38,206	38,206	–
Loans to central banks	6,947	6,947	–
Loans to credit institutions	4,038	3,367	671
Loans to the public	381,871	105,483	276,388
Total	**431,062**	**154,003**	**277,059**

Impaired Loans

Under IFRS, Nordea determines that a loan or a group of loans is impaired if there is established objective evidence, based on identified occurred loss events or through indications by observable data, that these events have impact on the customer's future cash flow to the extent that full repayment is unlikely, security included.

The following table sets forth information regarding the amount of impaired loans as of and for the years ended 31 December 2025, 2024 and 2023 (further information, see "*Risk Management—Credit Risk Management*"):

	As of and for the year ended 31 December		
	2023	2024	2025
	(EUR in millions)		
Impaired loans, gross	2,457	2,945	3,135
Interest income, gross[(1)(2)]	92	117	113
Interest income on impaired loans[(2)]	42	52	46

(1) Gross interest income that would have been recorded if the impaired loans had been current. The figures have been approximated by multiplying "average impaired loans gross" by "average interest rate for loans to the public".

(2) Interest income on impaired loans that was included in net income. The figures have been approximated by subtracting "average non-performing loans" from "average impaired loans" and multiplying the result by "average interest rate for loans to the public".

Analysis of the Allowance for Loan Losses

The following table sets forth information regarding the Nordea Group's allowance for loan losses for the years ended 31 December 2025 and 2024:

	For the year ended 31 December							
	2024				2025			
	Stage 1	Stage 2	Stage 3	Total	Stage 1	Stage 2	Stage 3	Total
	(EUR in millions)							
Balance at the beginning of the period	(206)	(410)	(1,037)	(1,653)	(179)	(357)	(1,069)	(1,605)
Origination and acquisition	(51)	(22)	(11)	(84)	(32)	(9)	(12)	(53)
Transfers from stage 1 to stage 2	9	(143)	–	(134)	6	(72)	–	(66)
Transfers from stage 1 to stage 3	1	–	(145)	(144)	1	–	(54)	(53)
Transfers from stage 2 to stage 1	(8)	75	–	67	(4)	55	–	51
Transfers from stage 2 to stage 3	–	27	(155)	(128)	–	38	(112)	(74)
Transfers from stage 3 to stage 1	0	–	6	6	(1)	–	5	4
Transfers from stage 3 to stage 2	–	(11)	36	25	–	(7)	28	21
Changes in credit risk without stage transfer	19	30	44	93	42	30	25	97
Repayments and disposals	54	95	98	247	46	49	52	147
Write-off through decrease in allowance account	–	–	85	85	–	–	166	166
Translation differences	3	2	10	15	(1)	(2)	(6)	(9)
Balance at the end of the period	**(179)**	**(357)**	**(1,069)**	**(1,605)**	**(122)**	**(275)**	**(977)**	**(1,374)**

Allocation of the Allowance for Loan Losses

The following tables set forth an analysis of the Nordea Group's allocation of its allowance for loan losses on its loan portfolio as of 31 December 2025 and 2024:

	As of 31 December 2025			
	Allowances on balance stage 1 and stage 2	**Allowances on balance stage 3**	**Allowances on balance as share of lending**	**Lending after allowances**
	(EUR in millions)		**(per cent)**	**(EUR in millions)**
Financial institutions	16	13	0.15	18,727
Agriculture	12	27	0.82	4,729
Crops, plantations and hunting	6	13	2.40	793
Animal husbandry	2	14	2.77	577
Fishing and aquaculture	4	0	0.12	3,359
Natural resources	5	11	0.63	2,558
Paper and forest products	3	10	0.77	1,685
Mining and supporting activities	1	1	0.32	616
Oil, gas and offshore	1	0	0.39	257
Consumer staples	13	10	0.38	6,125
Food processing and beverages	7	5	0.64	1,888
Household and personal products	1	3	0.52	771
Healthcare	5	2	0.20	3,466
Consumer discretionary and services	31	241	2.60	10,446
Consumer durables	5	41	1.82	2,525
Media and entertainment	7	24	2.25	1,376
Retail trade	15	149	3.86	4,244
Air transportation	0	1	0.52	191
Accommodation and leisure	4	26	2.34	1,281
Telecommunication services	0	0	0.00	829
Industrials	130	266	1.23	32,213
Materials	15	14	1.24	2,333
Capital goods	22	18	0.92	4,330
Commercial and professional services	22	48	1.06	6,577
Construction	24	93	1.57	7,429
Wholesale trade	33	53	1.51	5,687
Land transportation	6	19	0.90	2,789
IT services	8	21	0.95	3,068
Maritime	3	0	0.07	4,549
Ship building	0	0	0.00	45
Shipping	2	0	0.05	4,027
Maritime services	1	0	0.21	477
Utilities and public service	8	31	0.52	7,552
Utilities distribution	4	28	0.73	4,374
Power production	1	0	0.04	2,440
Public services	3	3	0.81	738
Real estate	26	66	0.21	43,119
Other	1	0	0.04	2,337
Total Corporate	**245**	**665**	0.69	**132,355**
Housing loans	80	132	0.15	138,413
Collateralised lending	35	112	1.10	13,377
Non-collateralised lending	34	64	2.01	4,868
Household	**149**	**308**	0.29	**156,658**
Public sector	**1**	**1**	0.05	**3,679**
Public	**395**	**974**	0.47	**292,692**
Credit institutions and central banks	**2**	**3**	0.06	**7,814**
Total loans	**397**	**977**	0.46	**300,506**

	As of 31 December 2024			
	Allowances on balance stage 1 and stage 2	Allowances on balance stage 3	Allowances on balance as share of lending	Lending after allowances
	(EUR in millions)		(per cent)	(EUR in millions)
Financial institutions	23	30	0.34	15,481
Agriculture	21	31	1.14	4,566
Crops, plantations and hunting	13	9	2.18	1,007
Animal husbandry	4	22	3.51	741
Fishing and aquaculture	4	0	0.14	2,818
Natural resources	7	10	0.69	2,471
Paper and forest products	4	9	0.80	1,635
Mining and supporting activities	2	1	0.66	457
Oil, gas and offshore	1	0	0.26	379
Consumer staples	17	13	0.43	6,939
Food processing and beverages	7	6	0.68	1,920
Household and personal products	2	4	0.81	738
Healthcare	8	3	0.26	4,281
Consumer discretionary and services	48	226	2.58	10,639
Consumer durables	7	51	2.26	2,570
Media and entertainment	5	31	2.40	1,498
Retail trade	29	116	3.48	4,165
Air transportation	0	2	0.95	210
Accommodation and leisure	6	21	2.02	1,339
Telecommunication services	1	5	0.70	857
Industrials	136	292	1.45	29,453
Materials	8	22	1.41	2,132
Capital goods	19	17	0.97	3,698
Commercial and professional services	16	26	0.73	5,756
Construction	41	95	1.88	7,251
Wholesale trade	33	56	1.53	5,831
Land transportation	10	14	1.00	2,409
IT services	9	62	2.99	2,376
Maritime	1	31	0.68	4,727
Ship building	1	0	0.75	134
Shipping	0	31	0.74	4,199
Maritime services	0	0	-	394
Utilities and public service	8	63	1.05	6,751
Utilities distribution	3	61	1.71	3,749
Power production	1	0	0.04	2,238
Public services	4	2	0.79	764
Real estate	39	59	0.26	38,299
Other	2	2	0.19	2,056
Total Corporate	**302**	**757**	0.87	**121,382**
Housing loans	106	139	0.19	132,344
Collateralised lending	53	86	1.04	13,398
Non-collateralised lending	69	81	3.02	4,961
Household	**228**	**306**	0.35	**150,703**
Public sector	**1**	**1**	0.05	**4,119**
Public	**531**	**1,064**	0.58	**276,204**
Central banks and credit institutions	**5**	**5**	0.20	**5,049**
Total loans	**536**	**1,069**	0.57	**281,253**

Short-term Borrowings

The following table sets forth period-end balances of the Nordea Group's short-term borrowings as of 31 December 2025, 2024 and 2023:

	As of 31 December		
	2023	2024	2025
	(EUR in millions)		
Amounts owed to credit institutions			
Banks and central banks	26,989	26,819	32,296
Credit institutions	2,515	1,956	1,835
Total amounts owed to credit institutions	**29,504**	**28,775**	**34,131**
Debt securities in issue etc.			
Debt securities in issue etc.	69,435	74,868	70,704
Total	**98,939**	**103,643**	**104,835**

Deposits and Borrowings

As of 31 December 2025, the Nordea Group's deposits by credit institutions and deposits and borrowings from the public totalled EUR 277,005 million, as compared to EUR 261,210 million as of 31 December 2024 and 239,566 million as of 31 December 2023. The Nordea Group's interest expense related to deposits by credit institutions and deposits and borrowings from the public was EUR 4,362 million in 2025, EUR 5,956 million in 2024 and EUR 4,944 million in 2023.

The following table sets forth information regarding the Nordea Group's deposit base for the years ended 31 December 2025, 2024 and 2023:

	For the year ended 31 December		
	2023	2024	2025
	(EUR in millions, unless otherwise indicated)		
Interest paid to the customer			
Transaction accounts[1]	820	1,026	805
Savings accounts[2]	1,259	1,838	1,358
Other deposits	2,079	2,321	1,616
Total	**4,158**	**5,186**	**3,779**
Average volumes			
Transaction accounts[1]	79,780	78,048	83,748
Savings accounts[2]	71,177	76,399	82,292
Other deposits	63,143	66,661	69,414
Total	**214,100**	**221,109**	**235,454**
Interest rate, per cent			
Transaction accounts[1]	1.0	1.3	1.0
Savings accounts[2]	1.8	2.4	1.7
Other deposits	3.3	3.5	2.3
Total	**1.9**	**2.3**	**1.6**

(1) Transaction accounts include all deposits against which the account holder is permitted to make withdrawals by negotiable or transferable instruments, payment orders of withdrawal, or telephone or preauthorised transfers for the purpose of making payments to third persons or others.
(2) Savings accounts are accounts with the purpose of accumulating funds over a period of time. While some savings accounts require funds to be kept on deposits for a minimum length of time, most savings accounts permit unlimited access to funds.

The following table sets forth information regarding the maturity profile of the Nordea Group's deposit base as of 31 December 2025 and 2024:

	As of 31 December			
	2024		2025	
	Within 12 months	After 12 months	Within 12 months	After 12 months
	(EUR in millions)			
Deposits by credit institutions	28,678	97	32,783	1,348
Deposits and borrowings from the public	224,008	8,427	224,392	18,482
Total	**252,686**	**8,524**	**257,175**	**19,830**

Return on Equity and Assets

The following table sets forth information on the Nordea Group's return on total assets, return on equity and equity to assets ratio as of 31 December 2025, 2024 and 2023, and on the dividend per share in respect of the financial years ended 31 December 2025, 2024 and 2023:

	As of and for the year ended 31 December		
	2023	2024	2025
Return on equity and assets			
Return on equity[1], per cent	16.9	16.7	15.5
Return on total assets[2], per cent	0.8	0.8	0.8
Equity to assets ratio[3], per cent	5.3	5.2	5.0
Dividend per share, EUR	0.92	0.94	0.96

(1) Net profit for the year as a percentage of average equity for the year. Additional tier 1 capital, accounted for in equity, is in the calculation considered as being classified as a financial liability. Net profit for the period excludes non-controlling interests and interest expense on additional tier 1 capital (discretionary interest accrued). Average equity includes net profit for the year and dividend until paid, and excludes non-controlling interests and additional tier 1 capital.
(2) Net profit for the year as a percentage of total assets at end of the year.
(3) Average total equity including non-controlling interests and additional tier 1 capital holders as a percentage of average total assets for the year.

RISK MANAGEMENT

The following information should be read in connection with the Nordea Group's audited consolidated financial statements contained elsewhere in this Programme Document.

Overview

Risk, liquidity and capital management are key success factors in the financial services industry. Exposure to risk is inherent in providing financial services, and the Nordea Group assumes a variety of risks in its ordinary business activities, the most significant being credit risk related to loans and receivables. Maintaining organisational risk awareness is a key component of the Nordea Group's business strategy. The Nordea Group has clearly defined risk and liquidity management frameworks, policies and instructions for different risk types covering all risk exposures.

Management Principles and Control

The following diagram presents an overview of the Nordea Group's risk, liquidity and capital management governance and responsibility structure:

<table>
<tr><td colspan="4">Nordea – Board of Directors
Board Risk Committee</td></tr>
<tr><td colspan="4">Chief Executive Officer ("CEO") / Group Leadership Team</td></tr>
<tr><td>Asset and Liability Committee (ALCO)
(Chair: the Group Chief Financial Officer (the "CFO"))</td><td>Risk Committee
(Chair: CRO)</td><td>CEO Credit Committee
(Chair: the Group Chief Executive Officer (the "Group CEO"))
Executive Credit Committee
(Chair: Head of Group Credit Management)
Business Area Credit Committees
(Chair: Head of Credit)</td><td>Sustainability and Ethics Committee (SEC)
(Chair: Chief of Staff)</td></tr>
</table>

Internal Control Framework

The internal control framework covers the whole Nordea Group and sets out the responsibilities of the board of directors and senior management in terms of internal control, all Group functions and business areas, including outsourced activities and distribution channels. Under the internal control framework, all business areas, Group functions and units are responsible for managing the risks they incur when conducting their activities and for having controls in place that aim to ensure compliance with internal and external requirements. As part of the internal control framework, the Nordea Group has established group control functions with appropriate and sufficient authority, independence and access to the board of directors to fulfil their mission. Within the internal control framework, the board of directors of the Nordea Group has established Nordea Group's Risk Management Framework and Compliance Risk Management Framework.

The internal control framework ensures effective and efficient operations, adequate identification, measurement and mitigation of risks, prudent conduct of business, sound administrative and accounting procedures, reliability of financial and non-financial information (both internal and external) and compliance with applicable laws, regulations, standards, supervisory requirements and the Nordea Group's internal rules.

Governing Bodies for Risk, Liquidity and Capital Management

The board of directors, the Board Risk Committee, the Group CEO, the Asset and Liability Committee ("**ALCO**") and the Risk Committee are the key decision-making bodies for risk and capital management at the Nordea Group. In addition, the CEO Credit Committee, the Executive Credit Committee and Business Area Credit Committees are the key bodies for credit decision-making.

Board of Directors

The board of directors has the following overarching risk management responsibilities:

- deciding on the Nordea Group's risk strategy and Risk Appetite Framework, including the Risk Appetite Statement, with at least annual reviews and additional updates when needed;

- overseeing and monitoring the implementation of the risk strategy, Risk Appetite Framework and Risk Management Framework and regularly evaluating whether the Nordea Group has effective and appropriate controls to manage the risks;
- monitoring and overseeing the development of the Nordea Group's risk profile against the board-approved Risk Appetite Statement;
- setting expectations for and overseeing the implementation of the Nordea Group's risk culture, including approval of the Nordea Group's Code of Conduct and values; and
- monitoring the presence of a sound risk culture consistently, and considering the impact of the risk culture on the financial stability risk profile and governance of the Nordea Group.

The board of directors decides on capital policy, including the dividend policy, to ensure adequate capital and liquidity levels within the Nordea Group, on an ongoing and forward-looking basis consistent with the Nordea Group's business model, risk appetite and regulatory requirements and expectations.

Board Risk Committee

The Board Risk Committee assists the board of directors in fulfilling its oversight responsibilities concerning management and control of the risks, risk frameworks and appetite as well as controls and processes associated with the Nordea Group's activities, including financial and non-financial risks such as capital, credit, market, liquidity, concentration, compliance, conduct, model, operational, information security, IT, ESG and other strategic risks. The duties of the Board Risk Committee include to review and make recommendations on the Nordea Group's risk and compliance governance and review the development of the Nordea Group's internal control framework, including risk management framework, in reference to the development of the Nordea Group's risk profile, and changes in the regulatory framework. In addition, the Board Risk Committee reviews and makes recommendations regarding the Nordea Group's risk appetite and risk strategy. Further, the Board Risk Committee reviews resolutions made by a Group entity concerning credits or credit limits above certain amounts, as well as the performance of the credit portfolio.

Group CEO

The Group CEO is responsible to the board of directors for the overall management of the Nordea Group's operations and risks. These responsibilities include ensuring that the risk strategy and risk management framework decided by the board of directors is implemented, the necessary practical measures are taken and risks are monitored and limited. The Group CEO is supported in decision-making by senior management within the Group Leadership Team. Matters that are to be decided by the board of directors and matters of principle or otherwise of particular importance that are to be decided by the boards of directors of the major subsidiaries of Nordea are to be first be presented to the Group CEO in Group Leadership Team.

Group-wide committees have been established by the Group CEO to promote coordination within the Nordea Group, thus ensuring commitment to and ownership of Group-wide prioritisations, decisions and implementation. The composition and the areas of responsibility of each committee are established in the Group Board Directives or Group CEO Instructions for the respective committees.

Asset and Liability Committee

The ALCO is subordinated to the Group CEO in the Group Leadership Team and chaired by the Group CFO. The ALCO decides on changes to the financial operations and the risk profile of the balance sheet, including asset and liability management (ALM), balance sheet management and liquidity management. The ALCO also decides on certain issuances and capital injections for all wholly owned legal entities within the Nordea Group.

Risk Committee

The Risk Committee is subordinated to the Group CEO in the Group Leadership Team and chaired by the Chief Risk Officer (the "**CRO**"). It serves as a decision-making and/or preparatory body on risk, while promoting interaction and coordination within the Nordea Group on risk topics across the first and second lines of defence. The Risk Committee prepares or provides guidance regarding proposals to the Group CEO in the Group Leadership Team and/or relevant board of directors on issues of major importance concerning the Risk Management Framework. The board of directors of Nordea decides on the Risk Appetite Framework. The Risk Committee allocates the risk appetite to the risk-taking units, and the first line of defence is responsible for ensuring that limits are further cascaded and operationally implemented.

Credit Decision-Making Bodies

The governing bodies for credit risk and the credit risk management framework are the board of directors and the Board Risk Committee. The board of directors and the local boards of directors delegate credit decision-making according to the powers to act as described in the Group Board Directive for Risk:

- the CEO Credit Committee is chaired by the Group CEO and its members include the members of the Executive Credit Committee;
- the Executive Credit Committee is chaired by the Head of Group Credit Management, and the Group CEO appoints the members of the Executive Credit Committee; and
- The Executive Credit Committee establishes credit committees for each business area as required by organisational and customer segmentation.

Sustainability and Ethics Committee

The Sustainability and Ethics Committee is subordinated to the Group CEO in Group Leadership Team and chaired by the Chief of Staff. The Sustainability and Ethics Committee is assigned to ensure commitment to and ownership of Group-wide prioritisation, decisions and implementation related to the Nordea Group's strategic sustainability priorities, related targets and objectives and ethical dilemmas. It is tasked with recommending to the Group CEO strategic sustainability priorities and to ensure these are fully integrated into the business strategy. Part of this task is to approve sector and thematic guidelines.

Subsidiary Governance

At subsidiary level, the local board of directors is responsible for approving Risk Appetite Limits and capital actions in line with the overarching framework set by the board of directors. The proposals for these items are the responsibility of relevant subsidiary management which is supported by Group functions. Subsidiaries must adhere to the Internal Control Framework of the Group including Nordea's Risk Management and Compliance Risk Management Frameworks, unless local legal or supervisory requirements determine otherwise. The boards of directors of subsidiaries have oversight responsibilities concerning the management and control of risk and the implementation of risk management frameworks as well as the processes associated with the subsidiaries' operations. In addition, there are risk management functions accountable for the risk management framework and processes within the subsidiaries. The CEOs of subsidiaries are part of the decision-making process at the subsidiary level and are responsible for its daily operations.

Risk Management

The Risk Management Framework ensures consistent processes for identifying, assessing and measuring, responding to and mitigating, controlling and monitoring and reporting risks to enable informed decisions on risk-taking. The Risk Management Framework encompasses all risks to which the Nordea Group is or could be exposed, including ESG as a driver of existing risks, off-balance sheet risks and risks in a stressed situation. Detailed risk information covering all types of risks is regularly reported to the Risk Committee, the Group Leadership Team, the Board Risk Committee and the board of directors. In addition to this, the Nordea Group's compliance with regulatory requirements is reported to the Risk Committee, Group Leadership Team, the Board Risk Committee and the board of directors. The board of directors and the CEO in each legal entity in the Nordea Group regularly receive local risk reporting.

The risk identification and materiality assessment process starts with identifying risks to which the Nordea Group is or could be exposed. Risks are then assessed for relevance, classified and included in the common risk taxonomy. All risks within the Nordea Group's common risk taxonomy need to be classified as material or not material for risk management and capital purposes. Material risks are those assessed as having a potential material impact on the Nordea Group's current and future financial position, its customers and stakeholders.

Risk Appetite

The Risk Appetite Framework supports effective risk management and a sound risk culture by enabling informed decision-making and risk-taking activities. Its primary objective is to ensure that all risk-taking remains within the boundaries of the risk appetite defined by the board of directors. Risk appetite refers to the overall level and type of risk the Nordea Group is willing to accept, in alignment with its business model, to achieve its strategic objectives. The Risk Appetite Statement articulates the risk appetite approved by the board of directors and includes both qualitative statements and quantitative limits and triggers by key risk type. These elements are designed to ensure that the Nordea Group operates with a prudent and sustainable risk profile.

Credit Risk Management

Group Credit Management in the first line of defence is responsible for the establishment of accurate, concise, understandable and timely reporting on credit risk developments in various business segments to relevant management bodies. Examples of reporting areas include credit portfolio review process and workout cases as well as detailed analyses of customer segments and/or industries. Group Risk as part of the second line of defence is responsible for establishing the risk management framework, including credit risk appetite, models, policies and internal rules. Group Credit Risk Control supports prudent risk management by monitoring and controlling the credit processes and by providing one source of information for credit risk reporting. Credit Portfolio Analysis within the Group Credit Risk Control is responsible for independently analysing and reporting the status and development of the credit risk in the Nordea Group's portfolio and in the credit processes both externally (*e.g.*, for financial results, rating agencies and regulators) and internally (*e.g.*, management reporting). Each division and unit is primarily responsible for managing credit risks in its operations within the applicable framework and limits, including identification, control and reporting.

The basis of credit risk management in the Nordea Group is credit risk limits that are set for individual customers and customer groups. In addition, the Nordea Group applies concentration risk limits for sectors, industries, segments, products and geographies. These limits are aggregated and assigned to units that are responsible for their continuous monitoring and development of credit exposures. Each division/unit is primarily responsible for managing the credit risks in its operations within the applicable framework and limits, including identification, control and reporting of credit risks. Credit decision making is delegated from the board of directors down to various sub-levels of credit decision making authorities. All internal credit risk limits within the Nordea Group are based on credit decisions or authorisations made by an ultimate decision-making authority, with the right to decide upon that limit as evidenced in the Nordea Group's powers to act. The Nordea Group's credit customers are continuously assessed and periodically reviewed based on internal rules by segment, limit amounts and level of risk.

ESG-Related Credit Risk

ESG risk drivers are assessed by the Nordea Group as a material or potentially material driver of (additional) credit risk. The Nordea Group has in place a Group-wide taxonomy of climate and environmental risk drivers (*i.e.*, hazards) and a list of transmission channels. The enhanced climate and nature-related materiality assessment performed in 2025 covered various geographies, economic sectors and portfolios using different time horizons (short, medium, long and very long term).

For existing and new corporate borrowers, depending on the size and internal segmentation, the Nordea Group investigates ESG credit risk drivers and any identified ESG risks are assessed further, either on an industry basis (inherent risks) or on customer level. Risks that are material to the borrower's credit risk are treated as a credit risk driver and further integrated into the credit risk assessment. ESG-related risks identified as material at customer level provide input to the credit risk assessment to reach conclusions on the customer group's risk level included in the credit memorandum. Approvals are made according to the established credit decision-making process. For customers associated with high ESG-related risk levels, decisions are escalated to higher-level credit committees in line with the Nordea Group's Credit Governance where relevant.

When conducting the ESG assessments related to credit risks, as part of the credit risk assessment, a dedicated process which includes identifying both a customer's vulnerability and resilience towards material ESG issues is used. The Nordea Group uses a semi-automated tool supplemented by human oversight to flag customers that require enhanced assessment by dedicated ESG analysts. To support these analyses, the Nordea Group uses external databases to monitor performance on specific ESG-related risks and to assess whether the customer has been or is involved in ESG-related controversies. Risks that are material to the borrower's credit risk are treated by the Nordea Group as any other risk driver and further integrated into the credit risk assessment. When the impact from ESG-related risks is so severe that it causes misalignment with the rating, an ESG rating override can be applied.

The Nordea Group assesses climate-related transition and physical risks with an enhanced focus for larger customers. The key components of the assessment include counterparties' greenhouse gas emissions intensity developments, the corresponding quality of their transition planning and the resulting impact of climate-related transition and physical risks on customer repayment capacity. This analysis is aligned with the Nordea Group's targets on financed greenhouse gas emissions reductions and transition plan coverage. In addition, credit risk is also the risk type most affected by nature-related transition risk, mainly arising via the Nordea Group's lending activities. Overall, the Nordea Group has low exposure to industries assessed as highly vulnerable to nature-related risks, with the highest vulnerability within primary production segments, such as agriculture.

For certain customers, there is an enhanced focus on ESG risks. The process includes ensuring that sufficient policies and programmes are in place to reduce potential harmful impacts on, for example, the environment, communities, health and safety issues and indigenous rights. Additionally, the Nordea Group follows applicable valuation standards and regulatory

requirements, which includes taking ESG factors into account in applying market values for collateralised real estate assets, when available and relevant.

ESG-related considerations in the credit process are further guided by the Nordea Group's internal Industry Credit Policies, which include ESG-related exclusion criteria from exposure to harmful or controversial economic activities and requirements on engagement and monitoring of climate-related transition plans. In addition to these processes, where relevant, the Nordea Group carries out an environmental and social impact assessment when financing large infrastructure and industrial projects.

Credit Risk Definition and Identification

Credit risk is defined as the potential for loss due to failure of a borrower to meet its obligations to clear a debt in accordance with agreed terms and conditions.

Credit risk stems mainly from various forms of lending to the public (corporate and household customers), but also from guarantees and documentary credits, such as letters of credit. The credit risk from guarantees and documentary credits arises from the potential claims on customers for which the Nordea Group has issued guarantees or documentary credits.

Credit risk may also include counterparty credit risk, settlement risk and transfer risk. Counterparty risk is the risk that the Nordea Group's counterparty in a foreign exchange, interest, commodity, equity or credit derivatives contract defaults prior to maturity of the contract and that the Nordea Group at that time has a claim on the counterparty. Settlement risk is the risk of losing the principal on a financial contract, due to counterparty's default during the settlement process. Transfer risk is a credit risk attributable to situation in which a local currency cannot be converted into the currency that a debt is denominated in.

Concentration risk in specific industries is managed and monitored through industry credit policies, which establish requirements and limits on the overall industry exposure. The impact of ESG factors on corporate customers' repayment capacity is considered on customer level and assessed and integrated in the credit assessment and rating assignment processes where relevant. For larger project finance transactions, the Nordea Group has adopted the so-called "Equator Principles", which are a financial industry benchmark for determining, assessing and managing social and environmental risk in project financing. The Equator Principles are based on the policies and guidelines of the World Bank and International Finance Corporation.

Credit decisions are reached after a credit risk assessment based on principles that are consistent across the Nordea Group. These principles emphasise the need to adjust the depth and scope of the assessment according to the risk. The same credit risk assessments are used as input for determining the internal ratings. Credit decisions reflect the Nordea Group's view of both the customer relationship and credit risk. In addition to credit risk assessment in connection with new or changed exposure towards a customer, rated customers are subject to ongoing monitoring of early warning indicators and annual credit review process, which is an important part of the ongoing credit analysis.

Credit Risk Mitigation

Credit risk mitigation is inherent and a fundamental part of the Nordea Group's credit decision process. In every credit decision and review, the valuation of collateral as well as the adequacy of covenants and other risk mitigation measures are considered. The main credit risk mitigation technique used by the Nordea Group is the pledging of collateral. Collateral coverage is higher for exposures to financially weaker customers than for the financially strong customers. Independent from the strength of collateral position, the repayment capacity is the starting point in credit assessment and assigning credit limits. Local instructions emphasise that national practice and routines are timely and prudent in order to ensure that collateral items are controlled by the Nordea Group and that loan and pledge agreements as well as collateral are legally enforceable and that the Nordea Group, therefore, is entitled to liquidate collateral in the event of the obligor's default and can claim and control cash proceeds from a liquidation process.

To a large extent, the Nordea Group uses national standard loan and pledge agreements to ensure legal enforceability. The following collateral types are most common:

- residential real estate, commercial real estate and land situated in the Nordea Group's home markets;
- other tangible assets such as machinery, equipment, vehicles, vessels and aircraft;
- inventory, accounts receivable and assets pledged under floating charge;
- financial collateral such as listed shares, listed bonds and other specific securities;
- deposits;
- guarantees; and

- insurance policies (capital assurance with surrender value).

For each type of collateral, more specific instructions are added to the general valuation principles. A specific maximum collateral ratio is set for each type. In the calculation of REA, the collateral must fulfil certain eligibility criteria.

For large exposures, syndication of loans is the primary tool for managing concentration risk, while credit risk mitigation by the use of credit default swaps ("**CDSs**") is applied to a limited extent.

Covenants in credit agreements do not substitute collateral but serve as a complement to both secured and unsecured exposures. Most exposures of substantial size and complexity include appropriate covenants. Financial covenants are designed to highlight early warning signs and are closely monitored.

Decisions and Monitoring of Credit Risk

The decisions regarding internal credit risk limits for customers and customer groups are made by the relevant credit decision authorities on different levels within the Nordea Group.

The following diagram presents the Nordea Group's credit decision-making structure:

Level 1	**Board of Directors / Board Risk Committee**						
Level 2	**CEO Credit Committee / Executive Credit Committee**						
Level 3	**Leverage Buyout and Mergers and Acquisitions Credit Committee**	**Real Estate Management Industry and Construction Credit Committee**	**Corporate Large Corporations and Institutions Credit Committee**	**Corporate Business Banking Credit Committee**	**Int. Banks, Countries, and Financial Institutions Group Credit Committee**	**Shipping and Offshore Credit Committee**	**Nordic Household Credit Committee**
Level 4	**Six eyes decisions (rated customers)**			**Four eyes decisions (scored customers) – two senior decision makers from Group Credit Management**			
Level 5	**Four eyes decisions**						
Level 6	**Personal powers to act**						

Internal credit risk limits for customers and customer groups are approved by decision-making bodies at various levels within the Nordea Group, constituting the maximum acceptable credit risk exposure to the customer in question. Ratings shall be approved by a Group Credit Management representative.

Credit policies of the Nordea Group's banking subsidiaries are aligned within the Nordea Group and the credit guidelines for the Nordea Group are applied in each subsidiary.

Individual and Collective Assessment of Impairment

Overview

Requirements for impairment are set forth in "*IFRS 9 – Financial Instruments*", which is endorsed by the EU, and is based on an expected credit loss model.

Impairment testing (individual and collective) applies to three forward looking and weighted scenarios. Under "*IFRS 9 – Financial Instruments*", the assets tested for impairment are divided into three groups depending on the stage of credit deterioration. Stage 1 includes assets where there has been no significant increase in credit risk, stage 2 includes assets where there has been a significant increase in credit risk and stage 3 includes defaulted assets. All assets are assessed individually for staging. Significant assets in stage 3 are assessed for impairment individually. Assets in stage 1, stage 2 and insignificant assets in stage 3 are assessed for impairment collectively. Impairment testing (individual and collective) is applying three forward-looking and weighted scenarios.

Throughout the process of identifying and mitigating credit impairment, the Nordea Group continuously reviews the quality of credit exposures. Weak and credit impaired exposures are closely monitored and reviewed at least on a quarterly basis in terms of current performance, business outlook, future debt service capacity and the possible need for provisions.

The Nordea Group recognises only specific credit risk adjustments ("**SCRAs**"). SCRAs comprises individually and collectively assessed provisions. SCRAs in the profit and loss statement are referred to as loan losses, while SCRAs in the balance sheet are referred to as allowances and provisions.

Individual Provisioning

A need for individual provisioning is recognised if based on credit events and observable data, a negative impact is likely on the customer's expected future cash flow to the extent that full repayment is unlikely (pledged collaterals taken into account). Exposures with individually assigned provisions are credit impaired and in stage 3. The size of the provision is equal to the estimated loss, which is the difference between the book value of the outstanding exposure and the discounted value of the expected future cash flow, including the value of pledged collateral.

Collective Provisioning

The collective model is executed quarterly and assessed for each legal unit and branch.

The trigger for transferring an asset from stage 1 to stage 2 is an important driver for size of provisions under "*IFRS 9 – Financial Instruments*". For assets held at transition, the Nordea Group uses changes in internal rating and scoring data to determine whether there has been a significant increase in credit risk or not. Changes to the lifetime PD is used as the trigger for assets recognised after transition. In addition, customers with forbearance measures and customers with payments more than 30 days past due are also transferred to stage 2. In stage 1, the provisions equal the 12 months' expected loss. In stage 2 and 3, the provisions equal the lifetime expected loss. The output is complemented with an expert-based analysis process to ensure adequate provisioning. Defaulted customers without individual provisions have collective provisions.

Default

Customers with exposures that are past due more than 90 days, in bankruptcy or considered unlikely to pay are regarded as defaulted and non-performing. Such customers can be either servicing debt or non-servicing.

If a customer recovers from being in default, the customer is seen as cured. Typically, this occurs if the customer succeeds in creating a balance in financials. In order to be cured, the customer must no longer have any active default triggers, and must, have an established satisfactory repayment plan and an assessment that the recovery is sustainable.

Forbearance

Forbearance means negotiated terms or restructuring due to the borrower experiencing or about to experience financial difficulties. The intention with granting forbearance for a limited time period is to ensure full repayment of the outstanding debt. Examples of negotiated terms are changes in amortisation profile, repayment schedule, customer margin as well as ease of financial covenants. Forbearance is undertaken on a selective and individual basis, approved according to powers to act and followed by impairment testing, where relevant. Forborne exposures can be servicing or non-servicing. Loan loss provisions are recognised if necessary.

Measurement Methods

The primary quantitative tools for assessing credit risk are the rating and scoring models, which lay the foundation for the PD estimation. In addition, there are models used to assess such prudential indicators as LGD and exposure at default (EAD). The Nordea Group is approved by the financial supervisory authorities to use the IRB approach when calculating the capital requirements for the main part of its credit portfolio.

The Nordea Group maintains its strategic objective to ensure a high level of IRB model coverage across material credit portfolios. The continued application of the IRB approach reflects the Nordea Group's commitment to using advanced risk measurement methodologies. At the same time, the Nordea Group is pursuing a simplification of the model landscape, aiming to reduce model complexity while maintaining appropriate risk sensitivity and regulatory compliance.

The Nordea Group uses the foundation IRB ("**FIRB**") approach to calculate own funds requirements for exposures towards institutional customers. For exposures towards corporate customers, including rated small and medium-sized enterprises, the main approach used by the Nordea Group to calculate own funds requirements is the advanced IRB ("**AIRB**") approach, both for the Nordic countries and international corporate branches. The FIRB approach is used for derivatives and securities lending exposures as well as exposures in the Nordea Finance companies. In accordance with the Capital Requirements Regulation, the largest corporates were moved from AIRB to FIRB in 2025.

The Nordea Group uses the AIRB approach to calculate own funds requirements for retail exposures in all Nordic countries, except for Nordea Finance entities in Denmark, Norway and Sweden. The Nordea Group intends to extend its IRB coverage to these entities within the coming years.

The Nordea Group has applied its new IRB retail models from the third quarter of 2024 after having received the final approval from the ECB on 9 July 2024. The Nordea Group has completed the redevelopment of its non-retail models and submitted the related IRB application to the ECB for approval in 2025. Subject to approval, the Nordea Group expects to implement the new non-retail models in 2027, at the earliest.

The Nordea Group primarily uses the standardised approach to calculate own funds requirements for sovereign exposures, mainly towards central governments and central banks, equity exposures in the banking book and non-profit organisations. In addition, the Capital Requirements Regulation includes revisions to both the IRB approach and the standardised approach, implementing restrictions on the use of the IRB approach for certain exposures.

The common element of both rating and scoring is the ability to classify and rank customers according to their respective default risk. Rating and scoring are used as integrated parts of the risk management and decision-making process, including:

- the credit approval process;
- the calculation of own funds requirements;
- the calculation of Allocated Equity and expected loss;
- the monitoring and reporting of credit risk;
- performance measurement using the Economic Profit framework; and
- collective impairment assessment.

A rating is an estimate that exclusively reflects the quantification of the repayment capacity of the customer, that is, the risk of customer default. The rating scale for exposure classes corresponding to corporates and institutions consists of 18 grades from 6+ (the highest rating) to 1- (the lowest rating) for non-defaulted customers, and three grades, 0+, 0 and 0-, for defaulted customers. For the sovereign exposure class, the rating scale for non-defaulted customers has two additional rating grades, 7 and 7+ and, therefore, consists of 20 grades. The repayment capacity of each rating grade is quantified by a one year PD. A rating grade of 4- and higher is comparable to investment grade as defined by external rating agencies such as Moody's and Standard & Poor's. Rating grades 2+ and lower are considered weak or critical, and require special attention. Ratings are assigned in conjunction with credit proposals, reviews and the annual review of the customers, and are approved independently by first line of defence credit organisation. However, a customer is downgraded as soon as new information indicates this is called for. The consistency and transparency of the ratings are ensured by the use of rating models that are validated.

Credit Risk Analysis

Credit risk is measured, monitored and segmented in different ways. Credit risk in lending is measured and presented as the principle amount of on-balance sheet loans and off-balance sheet items on customers and counterparties, net after allowances. The Nordea Group's loan portfolio is broken down by customer segment, industry and geography and reported quarterly and annually.

In 2025, the Nordea Group's total loans and receivables to the public increased by 6.8 per cent to EUR 382 billion from EUR 358 billion in 2024. The Nordea Group's maximum exposure to credit risk amounted to EUR 606 billion as of 31 December 2025 compared to EUR 572 billion as of 31 December 2024.The maximum exposure to credit risk includes the carrying amount of loans and interest-bearing securities, accounted for at amortised cost and fair value, the counterparty credit risk in derivatives and nominal amounts of off-balance sheet commitments before loan loss allowances and provisions.

The following table sets forth the Nordea Group's credit risk exposure and loans and receivables, excluding cash and balances at central banks and settlement risk exposure, broken down by source of credit risk as of the dates indicated (for a breakdown, see also "*Selected Statistical Data and Other Information—Types of Loans*"):

	As of 31 December			
	2024		2025	
	Amortised cost and fair value through other compre-hensive income	Financial assets at fair value through profit or loss	Amortised cost and fair value through other compre-hensive income	Financial assets at fair value through profit or loss
	(EUR in millions)			
Loans to central banks and credit institutions	5,059	1,976	7,819	3,171
Loans to the public	277,799	81,384	294,061	89,179
Interest-bearing securities[(1)]	41,284	32,182	48,703	31,171
Derivatives	–	25,211	–	17,633
Off-balance sheet items	107,036	249	114,321	234
Total	**431,178**	**141,002**	**464,904**	**141,388**

(1) Including financial instruments pledged as collateral.

The following table sets forth the Nordea Group's allowance for credit risk, broken down by source of credit risk as of the dates indicated (see also "*Selected Statistical Data and Other Information—Types of Loans*"):

	As of 31 December	
	2024	2025
	(EUR in millions)	
Loans to central banks and credit institutions	10	5
Loans to the public	1,595	1,369
Interest-bearing securities measured at fair value through other comprehensive income or amortised cost	2	2
Off-balance sheet items	193	158
Total	**1,800**	**1,534**

Loans and receivables to corporate customers increased to EUR 189 billion as of 31 December 2025 from EUR 168 billion as of 31 December 2024, while lending to household customers increased to EUR 189 billion as of 31 December 2025 from EUR 186 billion as of 31 December 2024. The portion of total lending to corporate customers was 49.5 per cent and 46.9 per cent as of 31 December 2025 and 2024, respectively, and to household customers 49.5 per cent as of 31 December 2025 and 52.0 per cent as of 31 December 2024. Loans and receivables to central banks and credit institutions increased to EUR 11 billion as of 31 December 2025 from EUR 7 billion as of 31 December 2024.

Rating Distribution

Credit risk is measured utilising internal credit risk IRB models for large portion of the portfolio. The standardised approach is used for the remaining portfolios not covered by the IRB models. Acquisitions of new portfolios are treated under the standardised approach until they are approved for the IRB approach by the relevant financial supervisory authority. Group Credit Risk Control and the other analytical units are reconciling and using different IT-solutions and data sources in their analysing and reporting.

As of 31 December 2025 and 2024, 91 per cent of the performing corporate exposure was internally rated 4- or higher.

As of 31 December 2025, 91 per cent of the performing retail exposures were scored C- or higher, as compared to 89 per cent as of 31 December 2024.

Loans and Receivables to Corporate Customers

Real estate management is the largest sector in the Nordea Group's corporate lending portfolio with EUR 52.7 billion as of 31 December 2025 compared to EUR 46.8 billion as of 31 December 2024 and EUR 46.5 billion as of 31 December 2023. The corporate real estate portfolio is predominantly comprised of relatively large and financially strong companies.

The following table sets forth the Nordea Group's loans and receivables to real estate management companies, broken down by country as of each date indicated:

	As of 31 December			
	2024		2025	
	(EUR in millions)	(per cent)	(EUR in millions)	(per cent)
Denmark	9,365	20.0	10,488	19.9
Finland	9,173	19.6	9,892	18.8
Norway	8,950	19.1	9,338	17.7
Sweden	19,273	41.2	22,977	43.6
Outside Nordic	0	0.0	0	0.0
Total	**46,761**	**100.0**	**52,695**	**100.0**

Loans and receivables to maritime decreased slightly to EUR 4.7 billion as of 31 December 2025 compared to EUR 4.8 billion as of 31 December 2024. The portfolio was diversified by type of vessel, with a focus on large and the most financially robust industrial players. The Nordea Group's approach to the shipping and offshore industries remained unchanged in 2025 with conservative lending terms and countercyclical lending policy. Reflecting the Nordea Group's global customer strategy, there is an even distribution between Nordic and non-Nordic customers.

The distribution of loans and receivables to corporates by size of loans shows a high degree of diversification. The following table sets forth the Nordea Group's loans and receivables to corporate customers, broken down by the size of the loans, as of each date indicated:

	As of 31 December					
	2023		2024		2025	
	(EUR in billions)	(per cent)	(EUR in billions)	(per cent)	(EUR in billions)	(per cent)
0 – 10 million	62.7	39	65.1	39	67.0	35
11 – 50 million	39.6	25	40.8	24	45.1	24
51 – 100 million	22.9	14	24.4	15	25.6	14
101 – 250 million	24.2	15	24.8	15	34.7	18
251 – 500 million	6.4	4	7.2	4	10.7	6
501+ million	4.9	3	5.4	3	6.0	3
Total	**160.7**	**100**	**167.7**	**100**	**189.1**	**100**

Loans and Receivables to Household Customers

In 2025, lending to household customers increased by 1.8 per cent to EUR 189 billion as of 31 December 2025 from EUR 186 billion as of 31 December 2024. Mortgage lending increased by 3.5 billion as of 31 December 2025 compared to 31 December 2024, while consumer lending decreased by EUR 0.1 billion as of 31 December 2025 compared to 31 December 2024. The portion of mortgage lending out of total household lending was 90.4 per cent as of 31 December 2025 as compared to 90.1 per cent as of 31 December 2024.

The following table sets forth the breakdown of the Nordea Group's loans and receivables to the public for personal customers by type of the loan as of each date indicated:

	As of 31 December					
	2023		2024		2025	
	(EUR in millions)	(per cent)	(EUR in millions)	(per cent)	(EUR in millions)	(per cent)
Housing loans	154,691	85.8	167,418	90.1	170,880	90.4
Collateralised lending	20,279	11.3	13,398	7.2	13,378	7.1
Non-collateralised lending	5,219	2.9	4,961	2.7	4,867	2.6
Total	**180,189**	**100.0**	**185,777**	**100.0**	**189,125**	**100.0**

Geographical Distribution

Lending to the public distributed by borrower domicile shows that the Nordic markets accounted for 99.1 per cent of total lending to the public as of 31 December 2025. The loan portfolio was geographically well diversified with Sweden being the largest market, representing 30.9 per cent of total lending. The other EU countries represented the main part of the lending outside the Nordic markets. As of 31 December 2025, the Nordea Group's direct credit exposure to Russian counterparties after provisions was less than EUR 20 million compared with less than EUR 50 million as of 31 December 2024. In 2016, in line with the Nordea Group's strategy to reduce its risks and exposure in Russia and focus on corporate banking services only, the Nordea Group made a decision in 2016 to sell its existing portfolio of mortgage and consumer loans in Russia. In December 2020, Nordea announced that, in accordance with its strategy that focuses on core customers from the Nordic region, Nordea had decided to reduce its network of international branches, including the

closure and liquidation of Nordea Bank Russia. Following its deregistration from the trade register by the Russian tax authorities, the voluntary liquidation process of Nordea Bank Russia was completed on 21 April 2022. The voluntary liquidation process of LLC Nordea Leasing commenced on 16 February 2022 and was completed on 18 July 2023. The liquidation of Nordea's remaining Russian subsidiary is pending finalisation as of the date of this Programme Document.

For more information on the geographic distribution of the Nordea Group's loan portfolio, see "*Selected Statistical Data and Other Information—Loans Outstanding by Jurisdiction and Industry*".

Transfer Risk

The Nordea Group's transfer risk exposure is dominated by a few countries and is primarily short-term and trade related. To recognise the risk related to lending to developing countries, the Nordea Group carries transfer risk allowance and provisions for non-investment grade rated countries.

Securitisation

The Nordea Group acts as a sponsor for a limited number of special purposes entities. These structured entities have either been set up for enabling investments in structured credit products or with the purpose of supporting trade receivable or account payable securitisation for Nordea's corporate customers acquiring assets from customers. In accordance with IFRS, Nordea does not consolidate structured entities' assets and liabilities beyond its control. The structured entities are not consolidated for capital adequacy purposes. Instead, loans and loan commitments to the structured entities are included in the banking book. For additional information on the structured entities established by the Nordea Group, see "*Note G9.4*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Impaired Loans

Impaired loans, gross measured at amortised cost, increased to EUR 3,135 million as of 31 December 2025 from EUR 2,945 million as of 31 December 2024, corresponding to 104 basis points of total loans both as of 31 December 2025 and 2024. Of impaired loans, gross, 39.2 per cent were servicing and 60.8 per cent were non-servicing as of 31 December 2025. Impaired loans net, after allowances for stage 3 loans amounted to EUR 2,158 million, corresponding to 72 basis points of total loans. Allowances for stage 3 loans amounted to EUR 977 million, while allowances for stage 1 and stage 2 loans amounted to EUR 397 million as of 31 December 2025. The ratio of allowances in relation to impaired loans was 31 per cent and the allowance ratio for loans in stage 1 and stage 2 loans was 13 basis points.

The increase in impaired loans in 2025 was mainly related to the household portfolios and, to a lesser degree, to the corporate portfolio. Credit-impaired loans for the household portfolios increased by EUR 123 million, or 9.4 per cent, and amounted to EUR 1,434 million in 2025 compared to EUR 1,311 million in 2024. For the corporate portfolios, credit-impaired loans increased by EUR 62 million, or 3.8 per cent, and amounted to EUR 1,676 million in 2025 compared to EUR 1,614 million in 2024. The largest increases were in the consumer discretionary and services portfolio that increased by EUR 133 million, driven by media and entertainment, in housing loans that increased by EUR 115 million and in industrials that increased by EUR 86 million, driven by commercial and professional services. This overall increase was partially offset by minor reductions totalling EUR 130 million in 2025 in the financial institutions, maritime and real estate portfolios.

The following table sets forth information on the Nordea Group's impaired loans and related ratios as of each date indicated:

	As of 31 December	
	2024	**2025**
Gross impaired, amortised cost, EUR in millions	2,945	3,135
of which servicing	1,133	1,228
of which non-servicing	1,812	1,907
Impairment rate (stage 3), gross, basis points	104	104
Impairment rate (stage 3), net, basis points	66	72
Allowances in relation to loans (stages 1 and 2), basis points	19	13
Total allowance ratio (stages 1, 2 and 3), basis points	57	46
Allowances in relation to impaired loans (stage 3), per cent	36	31

Past due loans were EUR 780 million for corporate customers and EUR 1,656 million for household customers, in each case as of 31 December 2025.

The following table sets forth the Nordea Group's past due loans, by customer type, as of 31 December 2025:

	As of 31 December 2025	
	Corporate customers	Household customers
	(EUR in millions, unless otherwise indicated)	
6 – 30 days	358	570
31 – 60 days	108	232
61 – 90 days	25	97
>90 days	289	757
Total	**780**	**1,656**
Past due (including impaired) loans divided by loans to the public after allowances, per cent	0.4	0.9

Risk in Derivatives

Derivative contracts are financial instruments, such as futures, forwards, swaps or options that derive their value from underlying interest rates, currencies, equities, credit spreads or commodity prices. Derivative contracts are often traded OTC, that is, the terms connected to the specific contract are individually defined and agreed with the counterparty. The Nordea Group invariably enters into derivative contracts based on customer demand, both directly and in order to hedge positions that arise through such activities, including in assets such as traded corporate bonds and basket credit derivatives. The Nordea Group also uses interest rate swaps and other derivatives in its hedging of the assets and liability mismatches in the balance sheet and, within clearly defined risk limits, uses derivatives to take open positions on its operations. The derivative contracts are evaluated at fair value on an ongoing basis and affect the reported result as well as the balance sheet.

Credit derivative transactions affect market risk, operational risk, liquidity risk as well as counterparty risk. The Nordea Group's policy is to enter into bilateral, cross product close-out netting arrangements with counterparties to manage this counterparty risk, and accordingly, it is not possible to quantify the counterparty risk arising from credit derivatives on a stand-alone basis. Counterparties from which the Nordea Group buys protection are typically subject to a financial collateral agreement, and therefore the exposure is covered by collateral placements.

The Nordea Group does not currently actively use credit derivatives in connection with its own credit portfolio. The Nordea Group acts as an intermediary in the credit derivatives market, mainly in Nordic names, and is also using credit derivatives to hedge positions in corporate bonds and synthetic collateralised debt obligations. The Nordea Group hedges the risk from collateralised debt obligations with a portfolio of CDSs. CDSs are also used to hedge exposure in corporate bonds.

For more information on fair value of derivative financial instruments, see "*Note G3.4*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Counterparty Credit and Valuation Adjustment Risk

Counterparty credit risk is the risk that a counterparty in a foreign exchange, interest, commodity, equity or credit derivatives contract defaults prior to maturity of the contract and that the Nordea Group at that time has a contractual claim on the counterparty. Counterparty credit risk also appears in repurchasing agreements and other securities financing contracts. Counterparty credit risk is subject to credit limits like other credit exposures and is treated accordingly. Counterparty credit risk arises mainly in the trading book, but also in the banking book as a result of active asset and liability management.

To reduce the exposure towards single counterparties, the Nordea Group uses risk mitigation techniques. The most significant is the use of legally enforceable close-out netting agreements, which allow the Nordea Group to net positive and negative market values on contracts under the agreement in the event of default of the counterparty. The Nordea Group also mitigates the exposure primarily towards banks, institutional counterparties and hedge funds by the use of financial collateral agreements, where collateral is placed or received to cover the current exposure. The collateral is mainly cash (EUR, USD, DKK, SEK and NOK), but also government bonds and to a lesser extent mortgage bonds. Most of the non-cash collateral received stems from highly rated European government bonds as well as Nordic mortgage bonds. While some agreements still contain clauses that may require collateral postings in case of a Nordea Group downgrading, the Nordea Group's financial collateral agreements do not typically contain trigger dependent features, such as rating triggers.

Finally, in order to reduce bilateral counterparty credit risk, central counterparties are mainly used by the Nordea Group to clear interest rate derivatives and repurchase transactions and to a lesser extent credit derivatives. The Nordea Group continues to assess the possibility to clear more derivative volumes through central counterparties in order to further reduce bilateral counterparty credit risk and to comply with the clearing obligation. The Nordea Group's policy is to use central counterparties if possible. The Nordea Group also employs CDS protection to hedge credit value adjustment risk. Protection for credit value adjustment purposes is bought from large interbank counterparties where most of the protection is being

cleared by qualified central counterparties which ultimately reduces bilateral risk. Hedges that are deemed as eligible hedges under the CRR are used to offset exposure at default (EAD) in the standardised credit value adjustment method charge.

Settlement Risk

Settlement risk is a type of credit risk arising during the process of settling a contract or execution of a payment. The risk amount is the principal of the transaction, and the potential loss that could occur if a counterpart were to default after the Nordea Group has given irrevocable instructions for a transfer of a principal amount or security, but before receipt of the corresponding payment or security. The settlement risk on individual counterparties is restricted by settlement risk limits. Each counterpart is assessed in the credit process, and clearing agents, correspondent banks and custodians are selected with a view of minimising settlement risk.

Nordea is a shareholder of, and participant in the global foreign exchange clearing system, Continuous Linked Settlement (the "**CLS**"), which significantly reduces the settlement risk of foreign exchange trades in these currencies and with those eligible counterparties for CLS. For those counterparts and foreign exchange trades that are not eligible for CLS clearing, the Nordea Group's policy is to settle via in-house accounts. Only with specific credit approval from appropriate credit committee external settlement is allowed, and in those situations the Nordea Group makes use of bilateral payment netting in order to reduce, to the greatest extent possible, the exchanged amounts.

Market Risk

Market risk is defined as the risk of losses related to the Nordea Group's financial exposures resulting from changes in market rates and related assumptions that affect the market value, for example, changes to interest rates, credit spreads, foreign exchange rates, equity prices, commodity prices and option volatilities.

Nordea Markets within Large Corporates & Institutions, together with Group Treasury within Group Finance and Treasury, are the key contributors to market risk in the trading and banking books in the Nordea Group. Nordea Markets is responsible for the Nordea Group's customer-driven trading activities, whereas Group Treasury is responsible for short-term funding activities and investment activities for the Nordea Group's own account, asset and liability management, liquidity portfolios, pledge/collateral account portfolios as well as all other banking activities.

Structural Market Risks

Structural foreign exchange risk arises from the mismatch in currency composition between assets and capital. The mismatch creates volatility in the capital ratios, including the CET1 capital ratio, from the revaluation of foreign currency assets and capital to euro, the Nordea Group's functional currency.

Earnings and costs generated in foreign currencies or from foreign branches generate a foreign exchange exposure, which for the individual Nordea Group legal entities is handled in each entity's foreign exchange position.

In addition to the immediate change in the market value of the Nordea Group's assets and liabilities that could be caused by a change in financial market variables, a change in interest rates could also affect the net interest income of the Nordea Group over time. See "*—Measurement Methods and Reporting*", "*—Market Risk Analysis—Market Risk in the Banking Book"* and "*—Liquidity Management*" below.

Other Market Risks

Market risk on the Nordea Group's account also arises from the Nordea Group-sponsored defined benefit pension plans for employees (pension risk) and from the investment risks associated with Life & Pension.

Governance of Market Risk

Group Financial Risk Management and Control has the responsibility for the development and maintenance of the Group-wide market risk framework. The framework defines common management principles and policies for market risk management within the Nordea Group. These principles and policies are approved by the board of directors. The market risk framework is reviewed annually. The review includes all governance documentation, the risk appetite framework and all risk management strategies for market risk. In addition, the framework is reviewed as necessary as new regulation, business strategies and market conditions require.

The Nordea Group incurs market risks as part of its business model in supporting customer and client activity and is required to manage and control this exposure in adherence with the market risk appetite of the Nordea Group. The Nordea Group manages market risk through a comprehensive policy framework, clearly defined risk mandates, a strategy to hedge risks, a framework for approval of traded financial instruments and valuation methods, a clearly defined trading book / banking book boundary framework, proactive information sharing between trading and risk control as well as timely reporting to the Nordea Group's senior management.

Market Risk Appetite

The Nordea Group's market risk appetite is expressed through risk appetite statements. In approving market risk appetite statements issued, the board of directors takes note of the risk appetite limits and triggers, the approval of which is delegated by the board of directors to the Board Risk Committee. The statements are defined for trading and banking books.

Measurement Methods and Reporting

The Nordea Group uses several risk measuring methods including VaR, stressed VaR, stress testing, sensitivities, scenario simulation and other non-statistical risk measures such as basis point values, net open foreign currency positions and option key risk sensitivities to capture market risk. In addition, simulation-based models are used to capture the default and migration risks from corporate debt, credit derivatives and correlation products in the trading book. These models are the Incremental Risk Measure ("**IRM**") and the Comprehensive Risk Measure ("**CRM**") models.

Market risk models are subjected to periodic independent reviews by a model validation team that assesses the conceptual soundness, implementation and use of each model.

Market risk reporting is provided by a central market risk system constructed internally by the Nordea Group that calculates the Nordea Group's official market risk figures based on the position data delivered from back office systems.

The market risk system serves as a tool to control processes in market risk management, with position and risk figures. The first line of defence in conjunction with the second lines of defence provides and validates risk calculation of aggregated risk figures. For the trading book, these figures include sensitivities, VaR, stressed VaR, IRM and CRM, which are subject to limits set as part of the risk appetite framework reported to the senior management on a daily basis or, in the case of IRM and CRM, on a weekly basis.

For the banking book, the main risk measures are earnings risk and economic value risk, alongside stress testing on fair valued exposures, all of which are reported monthly to senior management. Group Treasury has the responsibility for the operational management of banking book market risk. The banking book risks are also subject to limits as part of the risk appetite framework.

Value-at-Risk

The Nordea Group's market risk management is focused on optimising financial structure, balanced risk taking and reliable earnings growth, identification of all significant sources of net interest income risk, economic value risk and fair value risk, measured under stressed market conditions. Group Treasury has the responsibility for the operational management of banking book market risk.

For the trading book, VaR figures are calculated for interest rate, credit spread, foreign exchange rate, equity and inflation risks. The total VaR includes all these risk categories and allows for diversification among them. The VaR figures include a combination of full revaluation and both linear positions and options. Linear products are calculated using a linear approach, whereas options are calculated applying full revaluation. When simulating potential movements in risk factors, the Nordea Group uses relative, absolute and mixed approaches depending on the risk factor. The model has been calibrated to generate a 99 per cent VaR figure.

However, it is important to note that while every effort is made to make the VaR model as realistic as possible, all VaR models are based on assumptions and approximations that have a significant effect on the risk figures produced. While historical simulation has the advantage of not being dependent on a specific assumption regarding the distribution of returns, it should be noted that the historical observations of the market variables that are used as input, may not give an adequate description of the behaviour of these variables in the future. The choice of the time period used is also important. While using a longer time period may enhance the model's predictive properties and lead to reduced cyclicality, using a shorter time period increases the model's responsiveness to sudden changes in the volatility of financial markets. The Nordea Group's choice to use the last 500 days of historical data has been made with the aim to strike a balance between the benefits and disadvantages of using longer or shorter time series in the calculation of VaR.

Stress Testing

Stress tests are important tools integrated into the market risk management framework. Stress tests are used to estimate the possible losses that may occur under extreme, but plausible, market conditions. The main types of stress tests utilised include:

- subjective stress tests, where the portfolios are exposed to scenarios for financial developments that are deemed particularly relevant at a particular time – these scenarios are based on the financial, the macroeconomic or geopolitical situation, or the current composition of the portfolio or a particular sub-portfolio;

- sensitivity tests, where rates, spreads, prices and/or volatilities are shifted markedly to emphasise exposure to situations where historical correlations fail to hold;
- a sensitivity measure, where the potential loss stemming from a sudden default of an issuer of a bond or the underlying in a CDS is measured; and
- reverse stress tests, which assess and try to identify the type of events that could lead to losses equal to or greater than a predefined level.

Subjective stress tests and sensitivity tests are conducted monthly for the consolidated risk across the banking book and the trading book across the different sub-portfolios.

While these stress tests measure risk over a shorter time horizon, market risk is also a part of the Nordea Group's comprehensive Group-wide Internal Capital Adequacy Assessment Process ("**ICAAP**") stress test, which measures risk over a three-year horizon.

Market Risk Analysis

Market Risk in the Trading Book

The following table sets forth the market risk for the Nordea Group's trading book for the year ended 31 December 2025 and as of 31 December 2025, 2024 and 2023:

		For the year ended 31 December 2025			As of 31 December		
	Measure	**High**	**Low**	**Average**	**2023**	**2024**	**2025**
				(EUR in millions, unless otherwise indicated)			
Total risk	**VaR**	**59**	**16**	**35**	**33**	**42**	**43**
Interest rate risk	VaR	57	16	35	33	39	44
Equity risk	VaR	9	1	4	3	3	2
Credit spread risk	VaR	8	2	4	5	5	5
Foreign exchange risk	VaR	6	1	3	1	1	4
Inflation risk	VaR	4	1	2	4	3	1
Diversification effect	per cent	47	13	27	30	19	23

The total VaR for the Nordea Group's trading book was EUR 43 million as of 31 December 2025 compared to EUR 42 million as of 31 December 2024 and EUR 33 million as of 31 December 2023. The average market risk measured by VaR was EUR 35.2 million in 2025 (EUR 42.1 million in 2024) and primarily driven by interest rate risk. Average stressed VaR was EUR 47.8 million in 2025 (EUR 49.6 million in 2024). The peak in VaR and stressed Var in 2025 was reached in the first quarter. VaR and stressed VaR are primarily driven by market risk in the Nordic and Northern European countries.

The total VaR for the Nordea Group's trading book was EUR 24 million as of 31 March 2026, compared to total VAR for the trading book of EUR 43 million. The decrease in total VaR of EUR 19 million compared to 31 December 2025 was primarily driven by lower interest rate risk. As of 31 March 2026, the Nordea Group's trading book VaR was primarily driven by market risk related to Nordic and other Northern European exposures.

Market Risk in the Banking Book

The change in the net interest income in the banking book over a 12-month period is presented under the two parallel shift scenarios, and the change in the economic value of the banking book positions due to interest rate changes is presented under six interest rate shock scenarios, all defined by the European Banking Authority. The Nordea Group's balance sheet is structured such that net interest income would decrease if short-term interest rates were to fall.

As of 31 December 2025, the adverse impact to net interest income out of the two regulatory parallel shock scenarios was the "parallel shock down" scenario, where the reduction of net interest income from the base-scenario was EUR 1.2 billion.

As of 31 December 2025, the most adverse outcome out of the six scenarios for economic value ("**EV**") was in the "parallel shock down" scenario, with an economic value loss of EUR 1.6 billion. According to the requirements of the Supervisory Outlier Test, only material currencies are included in the calculations and, when measured at the currency level, the loss of EV is captured in full, while the increase in EV is captured by only 50 per cent in the total EV risk exposure.

Equity Holdings in the Banking Book

The fair value of equity holdings in the banking book was EUR 1,394 million as of 31 December 2025 (EUR 1,529 million as of 31 December 2024). The majority of the investments was made in a variety of funds.

Operational Risk

The Nordea Group defines operational risk as the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events, and includes legal risk. The risk of loss includes direct or indirect financial loss, and impacts from regulatory sanctions, legal exposure, reputational damage and critical business process disruption.

Operational risks are inherent in all of the Nordea Group's businesses and operations. Consequently, managers throughout the Nordea Group are accountable for the operational risks related to their mandate and for managing these risks within the risk appetite in accordance with the operational risk management framework. Group Operational Risk, within Group Risk, together with Group Compliance, constitutes the second line of defence risk control function for operational risk and is responsible for developing and maintaining the overall operational risk management framework. Group Operational Risk monitors and controls to ensure that operational risks are appropriately identified and mitigated, follows up risk exposures towards risk appetite as well as assesses adequacy and effectiveness of the operational risk management framework and the implementation of the frameworks. The focus areas for the control work performed by Group Operational Risk are decided in an annual planning process covering several areas within the businesses, key risk areas across Nordea (such as cyber risk) and operational risk processes. Group Operational Risk is responsible for providing reports on operational risk to the CRO who reports regularly to the Group CEO and the board of directors and relevant committees.

The general principles for management of operational risks within the Nordea Group are set out in the Group Directives on risk, risk appetite and internal governance. Based on these principles, supporting internal rules for operational risks are established, and these together form the operational risk management framework for the Nordea Group. Management of operational risks includes all activities aimed at identifying, assessing and measuring, responding to and mitigating, controlling and monitoring and reporting risks. Risk exposures are governed by limits set within the boundaries of the risk appetite.

The frameworks include the processes supporting identification and assessment of operational risks. Risks are identified through various processes including the reporting of incidents, approval of changes, as well as regular risk assessment processes. Risks are identified on a holistic basis that includes the identification of emerging or latent risks. Risks are assessed by probability and impact, and mitigating actions are established in line with risk appetite and risk limits. Monitoring and control is an important part of risk management and aims to ensure that risks are appropriately identified, assessed and responded to and that risk exposures are kept within limits. In addition, monitoring and control ensures that risk management procedures are efficient and adhere to internal and external rules.

Compliance Risk

Overview

The Nordea Group defines compliance risk as the risk of failure to comply with applicable regulations and related internal rules. Management of compliance risk is governed by the Nordea Group's compliance risk appetite statement as well as its compliance policy that also sets out the framework for the management of compliance risks. Employees throughout the Nordea Group are accountable for the compliance risks related to their mandate and for managing these risks within risk limits and risk appetite in accordance with the established frameworks of the Nordea Group. Group Compliance is an independent second line of defence control function responsible for developing and maintaining the compliance policy and for guiding the business in its implementation of and adherence to the policy. Group Compliance develops and maintains a compliance risk management framework that ensures effective and efficient identification and management of compliance risks in accordance with applicable laws, regulations, standards, supervisory requirements and related internal rules. The compliance risk management lifecycle covers key compliance processes for risk identification, independent risk assessment, oversight planning, testing and monitoring, training, advice and reporting to ensure that compliance matters are adequately communicated and adhered to by management. The compliance function is headed by the Chief Compliance Officer, who is also a member of the Group Leadership Team, and reports to the President and Group CEO. The Chief Compliance Officer is appointed, suspended or dismissed by the board of directors of Nordea after prior consultation with the President and Group CEO. The Chief Compliance Officer regularly reports to the board of directors, the Board Risk Committee, the board of directors, the President and Group CEO and other relevant committees on the Nordea Group's compliance risk exposure.

The Chief Risk Officer, the Chief Compliance Officer, the Chief Audit Executive and the President and Group CEO are regular attendees at the Board Risk Committee meetings with the right to participate in discussions but not in decisions. For a discussion of the Board Risk Committee of Nordea's board of directors, see "*Management and Shareholders—Board Committees—Board Risk Committee*".

The Nordea Group has made significant investments to address the deficiencies highlighted by the investigations discussed below.

Ongoing Investigations

Nordea is subject to various legal regimes and requirements, including but not limited to those of the Nordic countries, the European Union and the United States. The supervisory and governmental authorities administering and enforcing these regimes make regular enquiries and conduct investigations with regard to Nordea's compliance. Areas subject to investigation may include investment advice, anti-money laundering, trade regulation and sanctions adherence, tax rules, competition law, consumer protection, governance, risk management and control. These type of enquiries and investigations can be complex and their duration and outcome difficult to assess. Accordingly, it cannot be ruled out that such enquiries and investigations could lead to criticism against the bank, reputation loss, fines, sanctions, disputes and/or litigation. See also "*Risk Factors—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—Legal and regulatory claims arise in the conduct of the Nordea Group's business*".

In June 2015, the DFSA investigated how Nordea Bank Danmark A/S had followed the regulations regarding anti-money laundering. The investigation resulted in criticism and the matter was, in accordance with Danish administrative practice, handed over to the police for further handling and possible sanctions. On 5 July 2024, the Danish National Special Crime Unit filed a formal indictment against Nordea in the matter and the court proceedings are ongoing. Based on Nordea's interpretation of Danish law, supported by three separate external legal assessments obtained by Nordea, Nordea does not agree with the content of the charges or the legal assessment.

In June 2023, the DFSA conducted an on-site inspection at Nordea Finans Danmark A/S, a subsidiary of Nordea Bank Abp. Following that inspection, the DFSA presented Nordea Finans Danmark A/S with an administrative fine notice relating to certain alleged deficiencies in the customer due diligence procedures, as set forth in the Danish Act on Measures to Prevent Money Laundering and Financing of Terrorism (Dn: *lov 651 af 8 June, 2017 om forebyggende foranstaltninger mod hvidvask og finansiering af terrorisme*, as amended), of Nordea Finans Danmark A/S. As Nordea Finans Danmark A/S disagrees with the DFSA's assessment, the DFSA decided on 4 May 2026, in accordance with Danish administrative practice, to hand the matter over to the police for further investigation.

Nordea has expected to be fined in Denmark for weak anti-money laundering processes and procedures in the past and has made a provision for ongoing anti-money laundering related matters. Based on current circumstances, Nordea believes that the current provision is adequate to cover ongoing anti-money laundering related matters.

There is a risk that, in the event fines are issued by authorities or courts, the related costs could be higher than the current provision, and this could impact Nordea's financial performance. Given this uncertainty, Nordea will maintain a sufficient level of provision for ongoing anti-money laundering related matters. See also "*Risk Factors—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—Legal and regulatory claims arise in the conduct of the Nordea Group's business*" and "*Description of the Nordea Group—Legal and Administrative Proceedings*".

Recent Completed Investigations

On 27 August 2024, Nordea announced that it had entered into a consent order and reached a final resolution with the NYDFS following an investigation by the NYDFS related to the adequacy of Nordea's anti-money laundering programme during the period from 2008 to 2019. After the publication of the so-called "Panama papers" in April 2016, the NYDFS commenced investigations on various aspects of the operations of financial institutions implicated in the Panama papers. The NYDFS's investigation into the anti-money laundering programme of Nordea concerned Nordea's former processes, policies and controls to prevent money laundering and its former compliance framework, including those of Nordea's closed international branch in Vesterport, Denmark and Nordea's former operations in the Baltic countries. Following the completion of its investigation, the NYDFS found that Nordea's anti-money laundering programme subject to the investigation had been deficient, that Nordea had failed to adequately conduct due diligence on its correspondent banks, and that Nordea's transaction monitoring system had been inadequate. Nordea cooperated fully with the NYDFS regarding this matter and accepted the terms of the consent order that resolved the matter without further proceedings, including a settlement totalling USD 35 million. The amount paid to the NYDFS in connection with the settlement was included as a charge of EUR 32 million in the financial results of the Nordea Group for the third quarter of 2024. See also "*Risk Factors—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—Legal and regulatory claims arise in the conduct of the Nordea Group's business*".

Life Insurance Risk and Market Risks in the Life Insurance Operations

The Life & Pension business consists of a range of different life and health products, from endowments with a duration of a few years to long-term pension savings contracts with durations of more than 40 years. There continues to be a strategic move away from traditional business, where policyholders are offered guaranteed investment returns, to market return business, where policyholders bear more of the investment risk and benefit from any upside in the return attained. The two major risks in the Life & Pension insurance business are market risk and life insurance risks.

Market risk arises within Life & Pension mainly from the sensitivity of the value of assets and liabilities to changes in the level or in the volatility of market prices or rates. Market risk in Life & Pension emerges from both participating savings

products and unit-linked savings products, where the first is the largest contributor to the solvency capital requirement. In addition, Life & Pension is exposed to market risk through the investment of the shareholder's equity. Equity, credit spread and interest rate risks are the main contributors to the market risk in Life & Pension. Market risks are regularly monitored by performing stress tests (including standalone equity and interest rate shocks as well as combination stresses) and macroeconomic scenario analysis to reflect the current market environment. The results of stress tests and scenario analysis are monitored against limits set in the Nordea Group's internal policies. Interest rate and equity risk is mitigated by applying different hedging and asset allocation strategies.

The life insurance risk is the risk of unexpected losses due to changes in the level, trend or volatility of mortality rates, longevity rates, disability rates and surrender/lapse rates. Among life insurance risk, lapse risk and longevity risk are considered the most important for Life & Pension. Lapse risk is linked to policyholder behaviour and is mitigated through ensuring that products meet the customers' needs. Lapses are stress tested, monitored and reported monthly. Monitoring helps Life & Pension to identify emerging trends. Longevity risk is primarily controlled through setting appropriate tariffs and adjusting life parameters for trends and life expectancy. The mortality rates and life expectancies are updated and benchmarked annually.

Liquidity Management

Management Principles and Control

Group Treasury, in its role as the first line of defence, is responsible for pursuing the Nordea Group's liquidity and funding strategy in compliance with the liquidity risk appetite. Group Treasury manages and executes liquidity risk management processes, which include issuing funding and capital, managing liquidity buffers, and defining the principles for pricing liquidity risk. Group Risk, in its role as second line of defence, provides independent risk oversight of liquidity risk management at the Nordea Group and is responsible for establishing the internal rules framework for managing liquidity risk and performing independent liquidity stress testing.

The board of directors of Nordea has the ultimate change responsibility for asset and liability management of the Nordea Group as a group that is, limiting and monitoring the Nordea Group's structural risk exposures. The board of directors defines the liquidity risk appetite by setting limits for the liquidity risk measures that are applied. Risks in the Nordea Group are measured and reported according to common principles and policies approved by the board of directors. These policies are reviewed at least annually. The Risk Committee decides on, within the scope of resolutions adopted by the board of directors, the allocation of the liquidity risk limits.

The Group CEO is responsible to the board of directors for the overall management of the Nordea Group's operations and risks. These responsibilities include ensuring that the risk strategy and risk management decided by the board of directors is implemented, the necessary practical measures are taken and risks are monitored and limited. The ALCO, chaired by the Group CFO, decides on changes to the financial operations and the risk profile of the balance sheet, including asset and liability management, balance sheet management and liquidity management.

Liquidity Risk Management Strategy

Liquidity risk is the risk of the Nordea Group being unable to service its cash flow obligations when they fall due or being unable to meet its cash flow obligations without incurring significant additional funding costs. The Nordea Group's liquidity management and strategy is based on the Group Board Directive on Risk and the Group CEO instructions on liquidity risk resulting in various liquidity risk measures, limits and organisational procedures. The Nordea Group is subject to various liquidity regulations on group and entity level. These regulations are intended to measure and monitor levels of liquidity risk and cover both short-term liquidity risk and long-term structural risk.

Policy statements stipulate that the Nordea Group's liquidity management reflects a conservative attitude towards liquidity risk. The Nordea Group strives to diversify its sources of funding and seeks to establish and maintain relationships with investors in order to ensure market access. A broad and diversified funding structure is reflected by the strong presence in the Nordea Group's four domestic markets in the form of a strong and stable retail customer base and the variety of funding programmes. The funding programmes are both short-term (U.S. and European commercial paper programmes and certificates of deposits) and long-term (covered bonds, EMTN and other MTN programmes) and cover a range of currencies. Special focus is given to the composition of the investor base in terms of geographical range and rating sensitivity.

In the three months ended 31 March 2026, the total amount of new or extended long-term funding (excluding long-term certificates of deposit and Danish covered bonds) obtained by the Nordea Group was EUR 7.8 billion, of which EUR 6.8 billion was issued in the form of covered bonds and EUR 1.1 billion was issued as senior debt. The portion of long-term funding of the Nordea Group's total wholesale funding as of 31 March 2026 was 75 per cent. In 2025, the total amount of new or extended long-term funding (excluding long-term certificates of deposit and Danish covered bonds) obtained by the Nordea Group was EUR 21.5 billion, of which EUR 12.7 billion was issued in the form of covered bonds and EUR 8.8 billion was issued as senior debt. In addition, the Nordea Group issued EUR 1.7 billion in subordinated debt

in 2025. In 2024, the total amount of new or extended long-term funding (excluding long-term certificates of deposit and Danish covered bonds) obtained by the Nordea Group was EUR 19.4 billion, of which EUR 14.0 billion was issued in the form of covered bonds and EUR 5.4 billion was issued as senior debt. In addition, the Nordea Group issued EUR 2.2 billion in subordinated debt in 2024. In 2023, the total amount of new or extended long-term funding (excluding long-term certificates of deposit and Danish covered bonds) obtained by the Nordea Group was EUR 21.0 billion, of which EUR 16.8 billion was issued in the form of covered bonds and EUR 4.2 billion was issued as senior debt. In 2021, the Nordea Group participated in ECB and local central bank facilities, including the ECB's TLTRO programmes. The Nordea Group's participation in the TLTRO programmes ended on 27 March 2024, when the remaining amount outstanding under the programmes of EUR 3.0 billion matured and was paid off.

Trust is essential in the funding market, and therefore, the Nordea Group periodically publishes information on the liquidity situation of the Nordea Group. Furthermore, the Nordea Group regularly performs stress testing of the liquidity risk position and has put in place business contingency plans for liquidity crisis management. Stress testing is defined as the evaluation of potential effects on a bank's liquidity situation under a set of exceptional but plausible events.

Liquidity Risk Measurement Methods

The Nordea Group holds a liquidity buffer to ensure funding in situations where it is in urgent need of cash and the normal funding sources do not suffice. The internal liquidity adequacy and assessment Process ("**ILAAP**") is a process for the identification, measurement and monitoring of liquidity risk and it aims to ensure that the Nordea Group is sufficiently liquid to cover all liquidity risks over a foreseeable future including during periods of stress. The level of liquidity needs to be adequate from an internal perspective, from the perspective of regulators, as well as market participants and depositors. The liquidity buffer consists of central-bank-eligible, high-credit-quality and liquid securities and central bank cash that can be readily sold or used as collateral in funding operations.

Liquidity risk management focuses on both short-term liquidity risk and long-term structural liquidity risk. In order to measure the exposure on both maturity horizons, a number of liquidity risk measures have been developed to cover all material sources of liquidity risk.

Liquidity risk is limited by the board of directors of Nordea by using an internal survival horizon metric that stipulates the liquidity buffer to be sufficient to cover peak cumulative stressed outflows experienced over the first three months of a combined stress event, whereby the Nordea Group is subject to a market-wide stress similar to what many banks experienced between 2007 and 2009, and an idiosyncratic stress corresponding to a three-notch credit rating downgrade. This metric forms the basis for the Nordea Group's liquidity risk appetite, which is reviewed and approved by the board of directors of Nordea at least annually.

Furthermore, short-term funding risk is measured by using the Liquidity Coverage Ratio ("**LCR**") and a funding gap risk metric. The LCR is a ratio measuring the amount of qualifying highly rated assets (*i.e.*, cash with central banks and highly rated sovereigns known as "high quality liquid assets") available to cover potential cash outflows during the first 30 days of a severe liquidity stress event, as prescribed by local regulations. Under the current rules, the Nordea Group must adhere to a minimum LCR on an all currency basis. Under the applicable rules, the Nordea Group as well as its bank branches based in the EU must, at a minimum, also comply with the LCR standards prescribed by the CRD. The funding gap risk metric expresses the expected maximum accumulated need for raising liquidity in the course of the next 30 days. Cash flows from both on-balance sheet and off- balance sheet items are included. Funding gap risk is measured and limited for each currency and as a total figure for all currencies combined.

Structural liquidity risk of the Nordea Group is measured by using a number of metrics with the NSFR and the internally defined net balance of stable funding ("**NBSF**") being very important. Furthermore, the loan to deposit ratio is closely monitored together with the wholesale funding refinancing profile and rating agency metrics.

ILAAP is a continuous process for the Nordea Group as well as for some individual Nordea subsidiaries. The ILAAP provides an assessment of liquidity adequacy through a comprehensive analysis of liquidity risk management practices in the respective entities. In the ILAAP, the board concludes in the Liquidity Adequacy Statement that Nordea Group has adequate liquidity to support current and projected business activities under both normal and stressed conditions, underpinned by a robust liquidity risk management framework as well as adequate systems and controls. The major basis of this adequacy assessment is that Nordea has rigorously adhered to regulatory and internal risk appetite limits.

Additional metrics are in place for monitoring the liquidity and funding profiles at a more detailed level across the Nordea Group.

Liquidity Risk Analysis

The Nordea Group continues to have a strong and prudent liquidity risk profile with a strong funding base. As of 31 December 2025, the total volume utilised under short-term programmes was to EUR 48.8 billion with an average maturity of 0.4 years compared to EUR 39.7 billion with an average maturity of 0.3 years as of 31 December 2024. As of

31 December 2025, the total volume under the Nordea Group's long-term programmes was EUR 156.3 billion with an average maturity of 5.7 years, compared to EUR 156.5 billion and 5.8 years, respectively, as of 31 December 2024.

The liquidity risk position remained strong throughout 2025. The Nordea Group's liquidity buffer was in the range of EUR 102.8 billion to EUR 134.6 billion in 2025 compared to EUR 98.0 billion to EUR 129.2 billion in 2024, with an average of EUR 118.5 billion in 2025 compared to an average of EUR 111.7 billion in 2024. The liquidity buffer consists of central bank eligible securities and cash, as defined in the LCR regulation. As of 31 December 2025, the Nordea Group's NSFR was 123.7 per cent. As of 31 March 2026, the Nordea Group's liquidity buffer was EUR 116 billion and NSFR 120 per cent.

The combined LCR for the Nordea Group was 150 per cent as of 31 March 2026. As of 31 December 2025, the combined LCR was 171 per cent and with an annual average of 154 per cent compared to a combined LCR of 157 per cent as of 31 December 2024 with an annual average of 153 per cent. As of 31 March 2026, the LCR in euro was 209 per cent and 130 per cent in U.S. dollar and as of 31 December 2025, the LCR in euro was 262 per cent and 210 per cent in U.S. dollar, with annual averages of 182 per cent and 174 per cent, respectively.

Capital Management

The Nordea Group strives to attain efficient use of capital through active management of the balance sheet with respect to different asset, liability and risk categories. The goal is to enhance returns to the shareholder while maintaining a prudent capital structure.

Capital Governance

The board of directors of Nordea decides ultimately on the targets for capital ratios, capital policy and the overall framework of capital management in the Nordea Group. The Nordea Group's ability to meet targets and to maintain minimum capital requirements is reviewed regularly within the ALCO and the Risk Committee.

The ALCO, headed by the Group CFO, decides on changes to the financial operations and the risk profile of the balance sheet, including asset and liability management (ALM), balance sheet management and liquidity management. ALCO also decides on certain issuances and capital injections for all wholly owned legal entities within the Nordea Group. ALCO has established sub-committees for its work and decision-making within specific risk areas. Meetings are held, generally, once a month and upon request by the Group CFO.

The Nordea Group uses a variety of capital measurements and capital ratios to manage its capital.

Capital Policy and ICAAP

The Nordea Group's capital policy is to target a management buffer of 150 basis points above the regulatory CET1 capital ratio requirement. See also "*Supervision and Regulation—Capital Adequacy, Liquidity and Leverage*".

The capital policy is related to the ICAAP, which according to the CRD, relates to the comprehensive strategies and processes to assess and maintain on an ongoing basis the amounts, types and distribution of internal capital that banks consider adequate to cover the nature and level of the risks to which they are or might be exposed to.

As of 31 December 2025, the Nordea Group's tier 1 capital and own funds exceeded the regulatory minimum requirements outlined in the CRD. Considering results of capital adequacy stress testing, capital forecasting, growth expectations and capital requirement the Nordea Group assesses that the buffers held for current regulatory capital purposes are sufficient. See also "*Capitalisation and Indebtedness*".

For further information on recent regulatory changes, see "*Supervision and Regulation—Capital Adequacy, Liquidity and Leverage*".

The following table sets forth information on the Nordea Group's capital adequacy and related ratios as of each date indicated:

	As of 31 December		
	2023	**2024**	**2025**
CET1 capital, net after deduction[(1)], EUR million	23,645	24,570	25,131
CET1 capital ratio, excluding Basel I floor[(1)], per cent	17.0	15.8	15.7
Tier 1 capital, net after deduction[(1)], EUR million	26,845	28,683	29,379
Tier 1 capital ratio, excluding Basel I floor[(1)], per cent	19.4	18.4	18.4
Own funds, net after deduction[(1)], EUR million	30,815	32,800	33,904
Total capital ratio, excluding Basel I floor[(1)], per cent	22.2	21.0	21.2
REA, excluding Basel I floor[(1)], EUR billion	139	156	160
Allocated Equity, EUR billion	31.2	32.4	32.4

(1) Including result for the period.

In addition to the Nordea Group's capital requirements and internal capital requirements, ongoing dialogues with third parties affect the Nordea Group's capital position. The Nordea Group takes into account views of rating agencies when assessing its capital policy and position.

As part of ICAAP, Nordea defines the Internal Capital Requirement ("**ICR**") as the internal capital requirement for all material risks from an internal economic perspective, taking into account the regulatory, normative through-the-cycle perspective, adequate to withstand periods of stress. Based on the normative Pillar I risks as regulatory prescribed, Nordea calculates an internal pillar 1 equivalent. For all other risks identified as material and that are determined to be covered by capital, internally assessed and approved add-ons are then quantified to arrive at a total capital requirement for ICR purposes. Examples of such risks include interest rate risk in the banking book, concentration risk and pension risk. Capital is also held for ESG factors relating to credit risk. In addition to calculating risk capital for its various risk types, Nordea conducts comprehensive capital adequacy stress tests to analyse the effects of a series of stress scenarios. The results of the stress tests are considered in Nordea's ICR as buffers for economic stress.

The Nordea Group uses its Allocated Equity framework as its primary tool for internal capital allocation considering all risk types.

Pillar 1 Capital Requirements

The following table sets forth an overview of the pillar 1 capital requirements as of each date indicated, broken down by type of risk:

	As of 31 December					
	2023		2024		2025	
	Minimum capital requirement	REA	Minimum capital requirement	REA	Minimum capital requirement	REA
	(EUR in millions)					
Capital requirements and REA						
Credit risk	**8,454**	**105,678**	**10,109**	**126,363**	**9,994**	**124,919**
IRB	7,560	94,502	9,026	112,822	9,013	112,662
of which sovereign	–	–	–	–	–	–
of which corporate	4,799	59,993	4,645	58,065	4,782	59,775
of which institutions	309	3,868	341	4,257	288	3,597
of which retail	2,042	25,519	3,535	44,187	3,437	42,958
of which items representing securitisation position	173	2,162	277	3,461	282	3,526
of which other	237	2,960	228	2,852	224	2,806
Standardised	894	11,176	1,083	13,541	981	12,257
Credit value adjustment risk	**48**	**596**	**32**	**396**	**36**	**455**
Market risk	**384**	**4,805**	**427**	**5,336**	**413**	**5,158**
of which trading book, internal approach	325	4,072	367	4,586	356	4,444
of which trading book, standardised approach	59	733	60	750	57	714
of which banking book, standardised approach	–	–	–	–	–	–
Settlement risk	**–**	**–**	–	–	–	–
Operational risk (standardised approach)	**1,284**	**16,048**	**1,430**	**17,874**	**1,690**	**21,125**
Additional REA related to Finnish risk weight floor due to Article 458 CRR	**–**	**–**	**–**	**–**	**–**	**–**
Additional REA related to Swedish risk weight floor due to Article 458 CRR	**927**	**11,592**	**470**	**5,881**	**596**	**7,451**
Additional REA, Article 3 CRR	**–**	**–**	**–**	**–**	**44**	**551**
Total	**11,097**	**138,719**	**12,468**	**155,850**	**12,773**	**159,659**

For additional information on capital requirements and the calculation of REA, see "*—Pillar 3 Disclosure, Capital Adequacy and Risk Management*" below.

Allocated Equity Framework

The Nordea Group bases the internal capital requirements under the ICAAP on the Nordea Group's Allocated Equity framework. Allocated Equity is a method for allocating the cost of holding capital as a result of risk taking and is a central component in the Nordea Group's value creation framework. The value creation framework supports the operational decision-making process at the Nordea Group.

The Allocated Equity framework is subject to annual revision. Total Allocated Equity amounted to EUR 30.1 billion as of 31 March 2026, compared to total Allocated Equity of EUR 32.4 billion as of 31 December 2025.

The allocation of capital within the Allocated Equity model utilises risk components from the ICAAP. Allocated Equity is aligned with the Nordea Group's target CET1 ratio. In addition, the Allocated Equity framework also includes risks in the insurance business and additional capital items to align Allocated Equity to reported Group equity.

As a part of the ICAAP and the capital planning process, company-wide stress tests are used as an important risk management tool to determine how severe unexpected changes in the business and macro environment will affect the

capital need. The stress test indicates how the capital need varies during a stress scenario, where financial statements, regulatory capital requirements and capital ratios are impacted.

Own Funds

Own funds (referred to as "capital base" before the CRD) is the sum of tier 1 capital and tier 2 capital after deductions.

Tier 1 capital consists of both CET1 and additional tier 1 capital. CET1 capital is considered to be the capital with highest quality with ultimate loss-absorbance characteristics and consists predominantly of paid capital and retained earnings. Profit may only be included after permission from the relevant financial supervisory authority and after deduction of proposed dividends.

Additional tier 1 capital and tier 2 capital consist mainly of undated and dated subordinated loans, respectively. Holdings of the subordinated loans of other entities in the financial sector are deducted from the corresponding tier.

The following table sets forth a summary of items included in the Nordea Group's own funds (including result for the year) as of each date indicated:

	As of 31 December		
	2023[1]	2024[1]	2025[1]
	(EUR in millions)		
Summary of items included in own funds			
Equity	25,534	26,629	27,574
Profit for the period	4,927	5,062	4,843
Dividend	(3,240)	(3,279)	(3,284)
Deferred tax assets	(34)	(24)	(14)
Intangible assets	(2,678)	(2,704)	(2,840)
IRB provisions excess (+)/shortfall (–)	–	(228)	(44)
Pension assets in excess of related liabilities	(160)	(271)	(256)
Other items, net[2]	(704)	(615)	(848)
CET1 capital (net after deduction)	**23,645**	**24,570**	**25,131**
Additional tier 1 (AT1) capital before regulatory adjustments	3,225	4,138	4,261
Regulatory adjustments to additional tier 1 (AT1) capital	(25)	(25)	(13)
Tier 1 capital (net after deduction)	**26,845**	**28,683**	**29,379**
Tier 2 capital before regulatory adjustments	3,466	4,167	4,550
IRB provisions excess (+)/shortfall (–)	554	–	–
Deductions for investments in insurance companies	–	–	–
Other items, net	(50)	(50)	(25)
Total regulatory adjustments to tier 2 capital	504	(50)	(25)
Tier 2 capital	**3,970**	**4,117**	**4,525**
Total own funds (net after deduction)[3]	**30,815**	**32,800**	**33,904**

(1) Based on conditional FFSA approval.
(2) Other items, net based on profit inclusion.
(3) Including profit of the period.

In September 2024, Nordea issued SEK 3.75 billion and NOK 1.6 billion of additional tier 1 (AT1) conversion notes and USD 0.8 billion of additional tier 1 (AT1) conversion notes under the Programme. In August 2025, Nordea issued NOK 3.5 billion and SEK 2.5 billion of additional tier 1 (AT1) conversion notes and, in September 2025, USD 850 million of additional tier 1 (AT1) conversion notes under the Programme. If the CET1 capital ratio of either Nordea on a solo basis or the Nordea Group on a consolidated basis falls below 5.125 per cent, these additional tier 1 (AT1) conversion notes will automatically be converted into ordinary shares in Nordea in accordance with the applicable terms and conditions of the additional tier 1 (AT1) conversion notes.

Pillar 3 Disclosure, Capital Adequacy and Risk Management

The CRD also stipulates how and when institutions should disclose their capital and risk management. The disclosure should follow the requirements in accordance with Part Eight of the CRR. The main requirements comprise the following:

- description of the group structure and overall risk and capital management;
- regulatory capital requirements and the own funds;
- credit risk, including REA calculations and loan losses;
- market risk;
- operational risk;
- liquidity risk;

- information on ESG risks; and
- remuneration policy.

DESCRIPTION OF THE NORDEA GROUP

General

The Nordea Group is the leading bank in the Nordic markets (Denmark, Finland, Norway and Sweden) measured by total income. As of 31 December 2025, the Nordea Group had total assets of EUR 654.4 billion and tier 1 capital of EUR 29.4 billion, and was the largest Nordic-based asset manager with EUR 478.1 billion in assets under management. The Nordea Group's total operating income for the year ended 31 December 2025 was EUR 11,743 million.

The Nordea Group offers a comprehensive range of banking and financial products and services to household and corporate customers, including financial institutions. The Nordea Group's products and services comprise a broad range of household banking services, including mortgages and consumer loans, credit and debit cards, and a wide selection of savings, life insurance and pension products. In addition, the Nordea Group offers a wide range of corporate banking services, including business loans, cash management, payment and account services, risk management products and advisory services, debt and equity-related products for liquidity and capital raising purposes, as well as corporate finance, institutional asset management services and corporate life and pension products. The Nordea Group also distributes general insurance products. With approximately 300 branch office locations, call centres in each of the Nordic markets, and a highly competitive net bank, the Nordea Group also has the largest distribution network for customers in the Nordic markets.

Nordea Bank Abp, the parent company of the Nordea Group, is organised under the laws of Finland and is headquartered in Helsinki. Its ordinary shares are listed on Nasdaq Nordic, the stock exchanges in Helsinki (in euro), Stockholm (in Swedish krona) and Copenhagen (in Danish krone).

Strengths

Management believes that the Nordea Group has a number of key strengths upon which it continues to build its strategy, including the following:

- ***Large, diversified customer base and strong distribution network.*** The Nordea Group's unique Nordic customer franchise spanning across million household customers, small and medium-sized corporate customers and large corporate and institutional customers is served by the most extensive distribution network in the Nordic markets, combined with contact centres and a net bank. The Nordea Group has a leading market presence in the Nordic financial services markets. No single country accounted for more than 30 per cent of the Nordea Group's total operating income in 2025, and the business mix is balanced between the corporate and household sectors. Nordea believes that the Nordea Group's high degree of diversification combined with its scale and market leadership, provides a strong platform for stability and sustained profitability through the cycle.

- ***Clear strategic direction with a scalable business***. The Nordea Group is the largest financial services group in the Nordic region, with leading positions in each of its home markets. Nordea believes that the scale of the Nordea Group is a key source of competitive advantage and looks to make even greater use of that scale to serve customers better and operate more efficiently. The Nordea Group has already realised scale benefits in its business diversification, core banking operations and digital transformation. The next step is to drive scale in other parts of the business, including four key product areas: mortgages, corporate lending, savings and payments. By increasing automation, Nordea aims to achieve a step change in efficiency in these areas. See also "*—Strategy*" below.

- ***Strong balance sheet and capital position.*** The Nordea Group's REA amounted to EUR 159.7 billion as of 31 December 2025. The Nordea Group's balance sheet capacity, which Nordea believes is unmatched in its markets, makes the Nordea Group well positioned to support the financing needs of its customers, including during challenging periods. The Nordea Group has a strong capital position, with EUR 29.4 billion in tier 1 capital (including the result for the year), of which EUR 25.1 billion was CET1 capital (including the result for the year), in each case as of 31 December 2025. As of the same date, the Nordea Group's tier 1 capital ratio (including the result for the year) was 18.4 per cent and its CET1 capital ratio (including the result for the year) was 15.7 per cent. Nordea believes that the balance sheet of the Nordea Group is strong, enabling it to meet potential future changes in regulatory requirements and to capture growth opportunities. For additional information on capital adequacy requirements applicable to the Nordea Group, see "*Supervision and Regulation—Capital Adequacy, Liquidity and Leverage*". Its large balance sheet and sizable customer base and operations also give the Nordea Group substantial economies of scale.

- ***Prudent risk management, solid funding position and strong credit rating.*** A prudent approach to risk management is an integral part of the Nordea Group's organisation and culture. The Nordea Group applies one risk management framework across all businesses and geographic markets with stringent central oversight. The Nordea Group's consistent focus on risk management has resulted in comparatively low historical loan losses with sound asset quality underpinned by a highly diversified loan portfolio. In addition, the Nordea Group has a strong and well-diversified funding structure where funding and liquidity management aims at prudency regarding both

long-term and short-term risks. In 2025, the total amount of new or extended long-term funding (excluding long-term certificates of deposit and Danish covered bonds) obtained by the Nordea Group was EUR 21.5 billion, of which EUR 12.7 billion was issued in the form of covered bonds and EUR 8.8 billion was issued as senior debt. In addition, the Nordea Group issued EUR 1.7 billion in subordinated debt in 2025. The portion of long-term funding of the Nordea Group's total wholesale funding as of 31 December 2025 was 76 per cent. Short-term liquidity risk was held at moderate levels throughout 2025 with a liquidity buffer of EUR 118 billion as of 31 December 2025 and with an average buffer size of EUR 119 billion in 2025. The Nordea Group's liquidity buffer is composed of highly liquid central bank eligible securities with characteristics similar to CRD high-quality liquid assets. Nordea believes it also benefits from being a well-recognised AA-rated bank, with AA- (stable outlook), Aa2 (negative outlook) and AA- (stable outlook) counterparty credit ratings as of the date of this Programme Document from Standard & Poor's, Moody's and Fitch, respectively, practicing prudent liquidity management, with a conservative business profile. This, combined with the well-diversified and strong funding base, including stable household deposits and the access to domestic covered bond markets, have all contributed positively to the Nordea Group's funding position.

Strategy

The Nordea Group's priorities for its 2026 to 2030 strategy period are to grow faster than the market while sustaining high profitability, to lead with a compelling customer offering and the best digital experience, and to deliver Nordic scale benefits for superior competitiveness and efficiency. Technology, data and artificial intelligence will be at the core of the Nordea Group's strategic plan and will be critical in delivering scale benefits. Nordea believes that these drivers will, in turn, lead to better customer experiences, growth and efficiency.

The Nordea Group will target profitable growth in each of its businesses. In support of this, special focus will be applied to six areas with particularly high potential for the Nordea Group: Norway and Sweden, as geographic markets where Nordea sees ample room to grow, building on strong business momentum; cross-sales, to deepen relationships and engagement with the Nordea Group's broad base of existing customers; and life and pensions, private banking and small businesses, segments that have a strong growth outlook.

History

The Nordea Group was created through combination of four large Nordic financial institutions: Nordbanken AB (publ) in Sweden merged with Merita Bank Abp in Finland in 1997 to form MeritaNordbanken, which, in turn, merged with Unidanmark A/S in Denmark and acquired Christiania Bank & Kreditkasse ASA in Norway in 2000. Nordea subsequently acquired Postgirot Bank AB (publ) in Sweden in 2001. The Group has operated under the name Nordea since December 2001. The Nordea Group's operations in the Baltic countries (currently part of Luminor) and subsequently divested operations in Poland stemmed from the business activities of its predecessor companies, which initiated operations in Estonia in 1992, Latvia in 1997, Poland in 1999 and Lithuania in 2000. The Nordea Group further extended its presence in these countries by acquiring local companies, including LG Petro Bank in Poland in 2002, Kredyt Bank in Lithuania in 2004 and the Polish life insurance operations of Sampo plc in 2005. In 2007, Nordea acquired a majority stake in OJSC Nordea Bank (prior to 31 August 2009, JSB Orgresbank) in Russia and, in December 2008, acquired the remaining 17.7 per cent of OJSC Nordea Bank's shares from two management shareholders and the European Bank for Reconstruction and Development (completed in May 2009).

The Nordea Group divested its Polish banking, financing and life insurance operations in 2014. In 2017, the Nordea Group and DNB, Norway's largest financial services group as measured by total assets, combined their operations in Estonia, Latvia and Lithuania into Luminor. The majority ownership in Luminor was sold to a consortium led by private equity funds managed by Blackstone in 2019, and the Nordea Group completed the sale of its remaining holdings in Luminor in 2022.

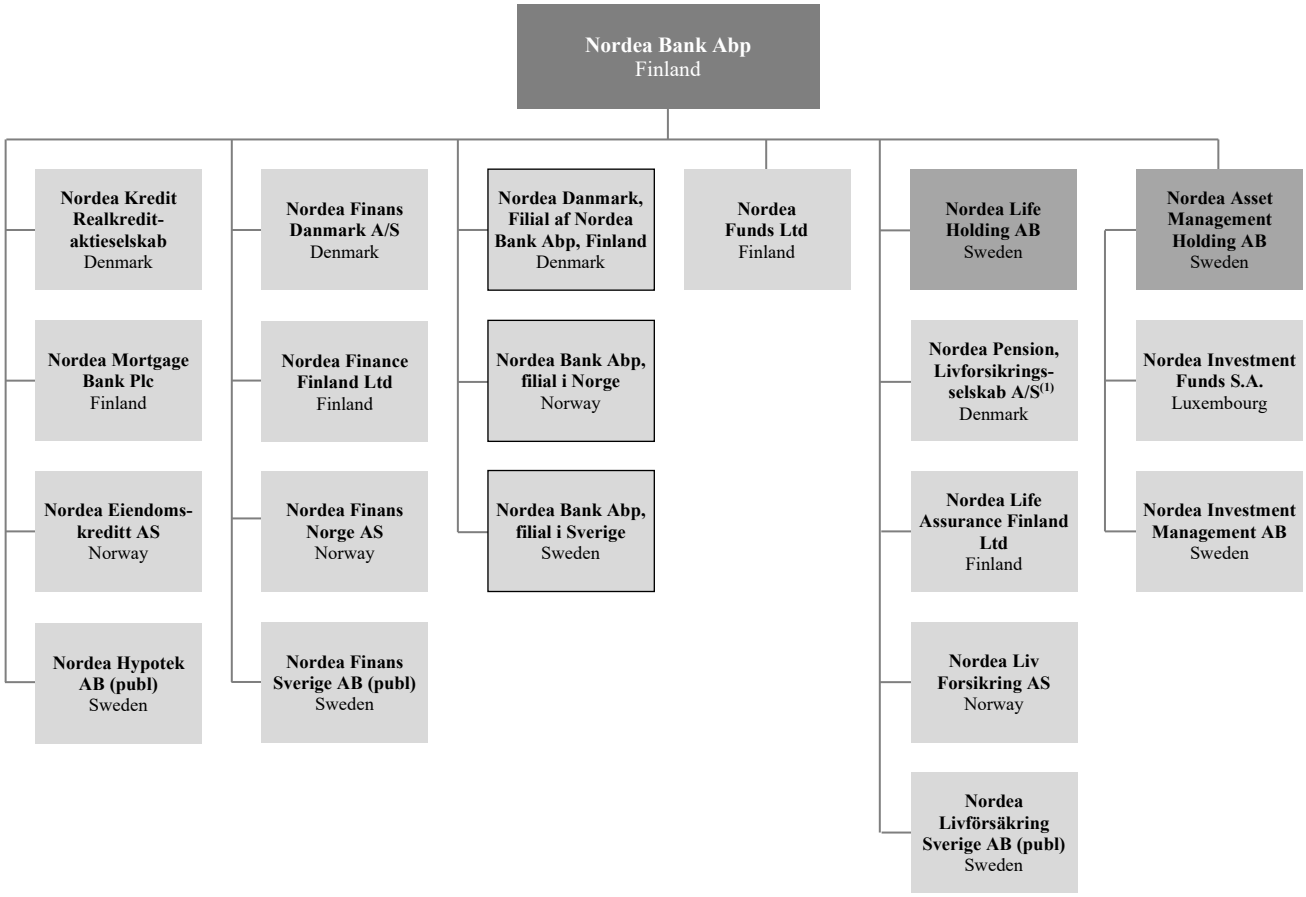
In December 2020, Nordea announced that, in accordance with its strategy that focuses on core customers from the Nordic region, Nordea had decided to reduce its network of international branches, including the closure and liquidation of Nordea Bank Russia. Following its deregistration from the trade register by the Russian tax authorities, the voluntary liquidation process of Nordea Bank Russia was completed on 21 April 2022. The voluntary liquidation process of LLC Nordea Leasing commenced on 16 February 2022 and was completed on 18 July 2023. The liquidation of the remaining Russian subsidiary is pending finalisation.

For more information, see "*—Legal Structure—Nordea Group*" below.

Legal Structure

Nordea Group

The following chart sets forth the main legal structure of the Nordea Group as of the date of this Programme Document:



See also "*Note G9.1*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Nordea Bank Abp

The parent company of the Nordea Group, Nordea Bank Abp, was registered with the Finnish Trade Register on 27 September 2017 and is a public limited liability company organised under the laws of Finland. According to Article 3 of Nordea Bank Abp's articles of association, as a commercial bank Nordea Bank Abp engages in business activities that are permitted to a deposit bank pursuant to the Finnish Act on Credit Institutions. Nordea Bank Abp provides investment services and performs investment activities pursuant to the Finnish Act on Investment Services. Further, in its capacity as parent company, Nordea Bank Abp attends to and is responsible for overall functions in the Nordea Group, such as management, supervision, risk management and staff functions. Nordea Bank Abp is registered in the Finnish Trade Register under business identity code 2858394-9. The head office of Nordea is located in Helsinki at the following address: Satamaradankatu (Sw: *Hamnbanegatan*) 5, FI-00020 Nordea, Helsinki, Finland.

Nordea Group's Organisation

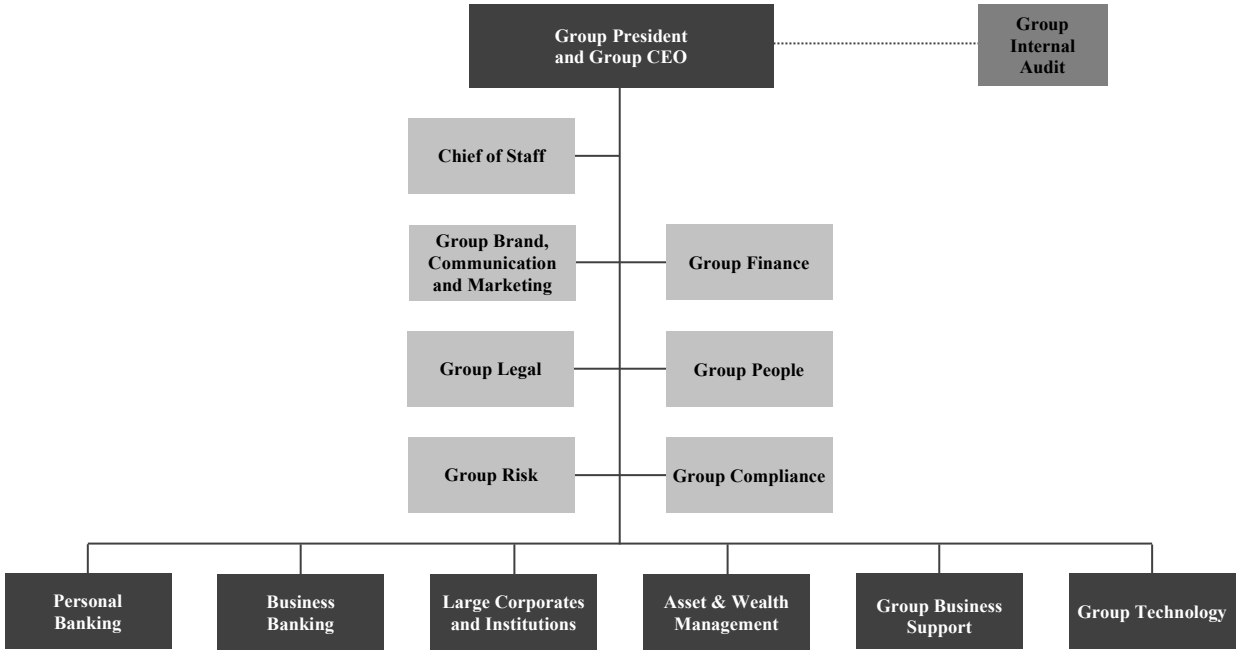
Overview

The Nordea Group's organisational structure is built around four main business areas: Personal Banking, Business Banking, Large Corporates & Institutions and Asset & Wealth Management. In addition to the business areas, the Nordea Group's organisation includes Group Functions, which covers the following Group functions: Group Technology, Group Business

Support, Group Finance, Group Risk, Group Compliance, Chief of Staff Office, Group Legal, Group People, Group Brand, Communication and Marketing and Group Internal Audit.

Business Areas

The following chart sets forth the Nordea Group's organisation as of the date of this Programme Document:



Personal Banking

The Personal Banking business area offers household customers easy and convenient everyday banking and advice. It strives to create great omnichannel experiences by providing a full range of financial services and products through a combination of digital channels and in-person interactions. It has operations in all four Nordic countries.

Personal Banking comprises the customer units (Personal Banking Denmark, Personal Banking Finland, Personal Banking Norway, Personal Banking Sweden), Products & Development, Group Digital, Personal Banking COO Organisation and Nordic Customer Experience and Engagement. The Products & Development unit is responsible for lending and deposit products and related product offerings for household customers. The mortgage companies in all four Nordic countries also belong to the Products & Development unit. The Consumer Finance unit manages the consumer finance business in collaboration with the country banking units and includes digital sales and consumer lending teams. The ambition is to establish new and scale existing consumer finance business. Group Digital develops and delivers digital services, solutions and experiences for all customers within Nordea, even though the unit is anchored in Personal Banking. This primarily covers mobile banking, Nordea's netbanks, Nora and Nova, the platform for digital sales, digital design and digital customer experience. The Personal Banking COO Organisation provides internal support to all Personal Banking units by maintaining and developing the core Personal Banking systems and the banking platforms. The Nordic Customer Experience and Engagement unit is responsible for digital sales and engagement, Personal Banking analytics and process and data management.

Business Banking

The Business Banking business area offers banking and advisory products and services to small and medium-sized enterprises. Business Banking also includes the product and specialist units Transaction Banking, which provides payment and transaction services, and Nordea Finance, which provides asset-based lending and receivables finance. It has operations in all four Nordic countries.

Transaction organisation provides services to all personal and corporate customers across the Nordic region. Services include payments, cash management, cards, mobile payments, trade finance, point of sale financing, and working capital management. Nordea Finance provides sales financing, equipment investment financing and asset-based financing solutions to customers. The Business Banking COO Organisation has the responsibility across a number of key functions, service development, data management and operations that support Business Banking, Transaction Banking and Nordea Finance.

Large Corporates & Institutions

In Large Corporates & Institutions business area provides financial solutions to large Nordic corporate and institutional customers. It also services a broad range of Nordea customers through the product and specialist units Markets and Investment Banking & Equities, and through the international corporate branches in New York, Shanghai and London. By combining the entire value chain from customer units through product units to operations, Large Corporates & Institutions can leverage from the scale and quality of its franchise and create great customer experiences for Nordic as well as designated international customers. Value-adding solutions provide the Nordea Group's customers with access to financing in the capital markets and with tailored financial tools to optimise their business and manage their risks.

The Large Corporates & Institutions business area includes the business units Large Corporates & Institutions in each of the four Nordic countries (LC&I Denmark, LC&I Finland, LC&I Norway and LC&I Sweden), Private Equity & International Institutions, Investment Banking & Equities, Markets, as well as Large Corporates & Institutions COO Organisation and Sustainability & International Branches.

Asset & Wealth Management

The Asset & Wealth Management business area offers an extensive range of savings products through internal and external distribution channels. It has operations in all four Nordic countries and asset management sales offices in several locations worldwide.

Asset Management, which is responsible for actively managed investment funds and discretionary mandates for institutional clients. The division includes the units Fixed Income & Equities, Multi Asset, Operations & Technology, Product Office, Institutional & Wholesale Distribution, Finance, Governance and Management Support.

Private Banking is organised in four units, one in each Nordic country. Each of the units includes Private Banking and Investment and Securities Advisory and provides customers with private banking services and investment advice. The Nordea Group operates its Private Banking business through an integrated model with Personal Banking.

Life & Pension serves both the individual and the corporate customers segments with traditional as well as unit-linked products and providing life insurance, pensions products and services, Nordea Funds providing funds to the Nordea distribution network and Digital Wealth responsible for developing digital savings offerings. Life & Pension is an insurance group and a leading provider of life insurance, pension products and services in eight countries in Europe. Life & Pension serves both the individual and corporate segments with traditional as well as unit-linked products. The customers are served through banking branches, Life & Pension's own sales force or via tied agents, brokers and to a small extent other financial institutions. The operations are conducted through legal entities, most of which are wholly owned by Nordea Life Holding AB.

In addition Asset & Wealth Management business area includes the business supporting units COO & Funds and AWM Office.

Group Functions

Group Technology

Group Technology is a Group Function that provides common services and capabilities within Technology, Group Data Management, Group Architecture, Cyber Security and Artificial Intelligence. Group Technology includes the units Business & Functions Technology, Core Technology, Group Architecture, Group Data Management, Cyber Security and Artificial Intelligence.

Group Business Support

Group Business Support provides the business areas with services and other operational support for the Nordea Group's three largest processes, namely lending, credit and anti-money laundering processes, needed for the Nordea Group to become a strong and personal financial partner. Group Business Support also drives operational efficiency within the Nordea Group.

Group Finance

Group Finance drives Group-wide financial performance management, financial reporting and planning, financial and business control, procurement services and analysis to meet business needs and regulatory requirements. It also manages the Nordea Group's capital, liquidity, funding and market risks, aiming to ensure regulatory compliance while supporting the ability of the business areas to serve customers well. Group Finance also aims to ensure a fair reflection of the Nordea Group's fundamentals by providing transparent and relevant communication to the investor community.

Group Risk

Group Risk is the independent risk control function of the Nordea Group. Together with Group Compliance, it constitutes the Nordea Group's second line of defence. Group Risk oversees the implementation of the Nordea Group's financial and non-financial risk policies (excluding compliance risks) and monitors and controls its Risk Management Framework, including overseeing the identification, assessment, monitoring, management and reporting of the key risks that the Nordea Group is or could be exposed to.

Group Compliance

Group Compliance is the Nordea Group's independent compliance function. Together with Group Risk, it constitutes the Nordea Group's second line of defence. Group Compliance is responsible for monitoring and overseeing the compliance risks that the Nordea Group is or could be exposed to. It covers the Nordea Group's entire operations, including subsidiaries and outsourced activities. See also "*Risk Management—Compliance Risk*".

Chief of Staff Office

Chief of Staff Office is responsible for several of the Group-wide processes, including the strategy development process (*e.g.*, ensuring that IT investments are aligned with the business strategy), the internal mergers and acquisitions activities as well as the sustainability implementation process across the Nordea Group. Chief of Staff Office also drives the Nordea Group's sustainability agenda, sets short- and long-term sustainability targets and works with the business areas to ensure that their business strategies are consistent with the Nordea Group's sustainability targets.

Group Legal

Group Legal provides legal advice within the Nordea Group, covering banking, business, contracts, mergers and acquisitions, litigation and a number of other legal areas of relevance. Group Legal is also responsible for board secretariat services, corporate governance, branch management, public affairs and regulatory management, including reporting to and interacting with national and European Union authorities.

Group People

Group People is responsible for attracting, retaining and developing talent to drive business performance and for fostering a sustainable work environment within the Nordea Group. It also supports the employee lifecycle through talent management, leadership development, remuneration, workforce planning and organisational design. Group People's aim is for the Nordea Group to be a preferred employer in its operating countries, building an inclusive workplace where employees can develop and perform at their best, supporting employee well-being and flexible working arrangements and contributing to a more sustainable future.

Group Brand, Communication & Marketing

Group Brand, Communication and Marketing is responsible for the Nordea Group's brand and reputation. It manages reputational risk and supports customer loyalty and long-term growth. Group Brand, Communication and Marketing works together with the business areas and Group functions to build a strong position for the Nordea Group across all markets and stakeholder groups.

Group Internal Audit

Group Internal Audit is the Nordea Group's independent third line of defence function, mandated by Nordea's board of directors to support it and the Group Leadership Team in protecting the Nordea Group's assets, reputation and sustainability. Group Internal Audit helps the Nordea Group accomplish its objectives by evaluating and improving the effectiveness and efficiency of its governance, risk management and control processes, applying a systematic and disciplined approach.

Competition

The Nordea Group operates in highly competitive markets with a high level of national and international consolidation. The Nordea Group's principal competitors include: Danske Bank A/S in Denmark; the OP Financial Group in Finland; DNB in Norway; and SEB, Svenska Handelsbanken and Swedbank in Sweden. Currently, specific areas of competition are, among others, deposit and savings products, cards, payment solutions and lending and risk management products. For lending margins, both in corporate lending as well as mortgage finance, the competition has been fierce. See also "*Risk Factors—Other Risks Relating to the Nordea Group's Business—The Nordea Group faces competition in all markets*".

Information Technology

The Nordea Group has two main organisational areas that provide technology services: Group Technology and Group subsidiaries.

Group Technology consists of four main areas, Technology, AI, Data and Architecture. The mission of Group Technology is to support Nordea's business strategy through the provision of technology services by offering resilient, quality and secure technology services and solutions that allow customers optionality for their need for financial services, striving for optimisation of technology services and solution and managing risk across technology services, solutions, and processes. Some of the services are specific to certain service receivers in the business areas and Group Functions (including subsidiaries), while other services are shared common services that can be consumed by any specific service receiver within the Nordea Group. The Group Chief Information Officer serves as the Head of Group Technology and is accountable for all technology related matters, including the overarching technology infrastructure of the Nordea Group, and for the IT operations in Group Technology.

The resources of Group Technology are located in Denmark, Finland, Norway, Sweden and Poland. Selected IT maintenance, operations and development tasks are sourced from, or outsourced to, carefully chosen providers. This includes, among others, the outsourcing of mainframe operations which is delivered from within Europe and outsourcing of Application Development & Application Maintenance as well as Infrastructure Operations mainly provided from locations in India.

See also "*Risk Factors—Other Risks Relating to the Nordea Group's Business—Operational risks, including risks in connection with investment advice, may affect the Nordea Group's business*".

Employees

As of 31 December 2025, the Nordea Group had 28,989 employees, calculated on a full-time equivalent basis. The following table sets forth the number of full-time equivalent employees by area as of the dates indicated:

	As of 31 December		
	2023	**2024**	**2025**
Personal Banking	6,708	7,125	6,790
Business Banking	3,960	3,919	3,738
Large Corporates & Institutions	1,225	1,230	1,207
Asset & Wealth Management	3,098	3,158	3,042
Group Functions	14,162	14,725	14,212
Total number of employees (FTE)	**29,153**	**30,157**	**28,989**

In Finland, collective bargaining agreements are made periodically between the Trade Union Pro, Federation of Professional and Managerial Staff (YTN) and Service Sector Employers Palta of which Nordea is a member. Also Denmark, Norway and Sweden are covered by collective bargaining agreements that are periodically renegotiated by the parties (relevant local employee and employer organisations). Management believes that the Nordea Group's relationship with its employees and the unions representing such employees is good.

Insurance

The Nordea Group maintains insurance coverage under various liability and property insurance policies that it deems to be appropriate. The Nordea Group's insurance policies include, among others, an extended crime insurance and professional liability insurance for financial institutions. In addition, the Nordea Group has an insurance policy to cover liability of its directors, officers and other key members of management.

In the view of the Nordea Group, the existing insurance coverage, including the level and conditions of coverage, provides reasonable protection, taking into account the costs for the insurance coverage and the potential risks of business operations. However, the Nordea Group can provide no assurances that losses will not be incurred or that claims will not be filed against it which go beyond the type and scope of the existing insurance coverage.

Real Property

The Nordea Group does not own any material real property. The Nordea Group's main offices in Copenhagen, Helsinki, Oslo and Stockholm are situated in leased properties, either located in the central business districts or in adjacent suburban areas. These lease agreements are subject to long lease terms and several properties have been the subject of sale and leaseback transactions.

Intellectual Property Rights

The Nordea Group holds intellectual property rights in the form of, among other rights, trademarks. The Nordea Group is of the view that the trademarks "Nordea" (word and figurative marks), "Nordea Bank" (word mark) and "Pulse" (figurative mark) are of material significance for the Nordea Group's operations. These trademarks are registered as EU and/or national trademarks and, among others, "Nordea" (word and figurative marks) is also subject to international registration under the Madrid Protocol, designating several countries outside the EU of commercial importance to Nordea.

Legal and Administrative Proceedings

Within the framework of normal business operations, the Nordea Group faces a number of operational and legal risks that could result in reputational impacts, fines, sanctions, disputes, remediation costs, losses and/or litigation. Specifically, the Nordea Group faces potential claims related to the provision of banking and investment services and other areas in which it operates. Such claims are mainly related to lending and insolvency situations, various investment services, and sub-custody and withholding taxation matters.

In June 2015, the DFSA investigated how Nordea Bank Danmark A/S had followed the regulations regarding anti-money laundering. The investigation resulted in criticism and the matter was, in accordance with Danish administrative practice, handed over to the police for further handling and possible sanctions. On 5 July 2024, the Danish National Special Crime Unit filed a formal indictment against Nordea in the matter. Nordea has expected to be fined in Denmark for weak anti-money laundering processes and procedures in the past and has made a provision for ongoing anti-money laundering related matters. Based on Nordea's interpretation of Danish law, supported by three separate external legal assessments obtained by Nordea, Nordea does not agree with the content of the charges or the legal assessment. Based on current circumstances, Nordea believes that the current provision is adequate to cover ongoing anti-money laundering related matters. However, there is a risk that, in the event fines are issued by authorities or courts, the related costs could be higher than the current provision, and this could impact Nordea's financial performance.

As of the date of this Programme Document, none of the governmental, administrative, legal or arbitration proceedings to which the Nordea Group is party (including any such proceedings which are pending or threatened of which the board of directors of Nordea is aware) have had in the previous 12 months or are considered likely to have any significant adverse effect on the Nordea Group or its financial position.

See also "*Risk Factors—Risks Relating to the Legal and Regulatory Environments in which the Nordea Group Operates—Legal and regulatory claims arise in the conduct of the Nordea Group's business*" and "*Risk Management—Compliance Risk—Ongoing Investigations*".

MANAGEMENT AND SHAREHOLDERS

Board of Directors

According to the articles of association, the board of directors of Nordea is to consist of at least six and no more than 15 members.

As of the date of this Programme Document, the board of directors of Nordea consists of 10 members elected by the general meeting for the period until the end of the AGM of Nordea in 2027. In addition, three ordinary members and one deputy member have been elected by the employees of Nordea Group. The Group CEO of Nordea is not a member of the board of directors. See also "*—Nomination Process*" below.

The following table sets forth, for each member of the board of directors of Nordea as of the date of this Programme Document, their year of birth and the year of their initial appointment to the board of directors:

	Year of birth	Board member since	Position
Sir Stephen Hester	1960	2022	Chair
Lene Skole	1959	2022	Vice Chair
Simon Cooper	1967	2026	Member
Petra van Hoeken	1961	2019	Member
Risto Murto	1963	2023	Member
Lars Rohde	1954	2024	Member
Per Strömberg	1963	2023	Member
Jonas Synnergren	1977	2020	Member
Arja Talma	1962	2022	Member
Kjersti Wiklund	1962	2022	Member

The board of directors also includes the following members elected by the employees of Nordea as of the date of this Programme Document (one of whom at any time is a deputy member of the board of directors):

	Year of birth	Board member since	Position
Joanna Koskinen	1977	2021	Member
Kasper Skovgaard Pedersen	1978	2023	Member
Jørgen Suo Lønnquist	1980	2024	Member
Susanne Anderberg	1978	2026	Deputy Member

The members of the board of directors of Nordea have the following office address: c/o Nordea Bank Abp, Satamaradankatu (Sw: *Hamnbanegatan*) 5, FI-00020 Nordea, Helsinki, Finland.

With the exception of the board members elected by employees, no members of the board of directors of Nordea are employed by the Nordea Group.

Sir Stephen Hester has been a member of the board of directors and served as its Chair since 2022. As of the date of this Programme Document, Sir Hester serves as Chair of the board of directors of easyJet plc and as lead independent director of Kyndryl Holdings, Inc.

Lene Skole has been a member of the board of directors since 2022 and served as its Vice Chair since 2023. As of the date of this Programme Document, Ms Skole is the CEO of the Lundbeck Foundation, the Chair of the boards of directors of FLSmidth & Co. A/S and Ørsted A/S and the Deputy Chair of the boards of directors of ALK-Abelló A/S, Falck A/S and H. Lundbeck A/S.

Simon Cooper has been a member of the board of directors since 2026. As of the date of this Programme Document, Mr Cooper is Chair of the Lee Kong Chian School of Business Advisory Board at the Singapore Management University and Non-Executive Director of Olam Group Limited.

Petra van Hoeken has been a member of the board of directors since 2019. As of the date of this Programme Document, Ms van Hoeken is non-executive director of NSI N.V., a member of the board of directors of Stichting for the Holding and Administration of Shares under the Royal Dutch Shell Employee Share Plans and a member of the Supervisory Council of Luminor Bank AS. Ms van Hoeken is also a member of the Supervisory Board at ASN Bank and the Chair for the Advisory Committee for Credit, for the Ministry of Economic & Climate Affairs.

Risto Murto has been a member of the board of directors since 2023. As of the date of this Programme Document, Mr Murto is the President and CEO of Varma Mutual Pension Insurance Company, the Chair of the board of directors of the Finnish

Securities Market Association and the Vice Chair of the board of directors of Sampo plc. Risto Murto is also a member of the boards of directors of Finnish Pension Alliance TELA and Finance Finland.

Lars Rohde has been a member of the board of directors since 2024. As of the date of this Programme Document, Mr Rohde is a member of the boards of directors of Aarhus University, Foundation for Children's Hospital and Research Institute Nadija sr, VIA Equity and Ole Faarup Art Foundation.

Per Strömberg has been a member of the board of directors since 2023. As of the date of this Programme Document, Mr Strömberg is the Chair of the board of directors of PostNord AB and a member of the board of directors of Eduviva Group.

Jonas Synnergren has been a member of the board of directors since 2020. As of the date of this Programme Document, Mr Synnergren is a senior partner at Cevian Capital AB and Head of Cevian Capital AB's Swedish office and a member of the board of directors of Telefonaktiebolaget LM Ericsson (publ).

Arja Talma has been a member of the board of directors since 2022. As of the date of this Programme Document, Ms Talma is the Chair of the board of directors of Verkkokauppa.com Corporation and a member of the boards of directors of Glaston Corporation and Metso Corporation.

Kjersti Wiklund has been a member of the board of directors since 2022. As of the date of this Programme Document, Ms Wiklund is a member of the boards of directors of AutoStore Holdings Ltd. and Evelyn Partners.

Group Leadership Team

The Group Leadership Team of the Nordea Group as of the date of this Programme Document consists of 13 members, including the Group CEO. The President and CEO is appointed by the board of directors and is charged with the day-to-day management of the Nordea Group and the Nordea Group's Group-wide affairs in accordance with applicable laws and regulations, including the Finnish Corporate Governance Code (Fi: *Suomen listayhtiöiden hallinnointikoodi*) (the "**Finnish Corporate Governance Code**"), as well as the instructions provided by the board of directors. The instructions regulate the division of responsibilities and the interaction between the Group CEO and the board of directors. The Group CEO works closely with the Chair of the board of directors, for example, in planning the meetings of the board of directors.

The following table sets forth each member of Group Leadership Team as of the date of this Programme Document, his or her year of birth, the year of his or her initial employment as a member of Group Leadership Team and his or her current position:

	Year of birth	Group Leadership Team member since	Position
Frank Vang-Jensen	1967	2018	President and Group CEO
Nina Arkilahti	1967	2020	Head of Business Banking
Erik Ek	1979	2025	Head of Group Business Support
Christina Gadeberg	1970	2019	Chief People Officer
Jamie Graham	1974	2021	Chief Compliance Officer
Mark Kandborg	1971	2022	Chief Risk Officer
Jussi Koskinen	1973	2018	Chief Legal Officer
Sara Mella	1967	2019	Head of Personal Banking
Martin A Persson	1975	2016	Head of Asset & Wealth Management
Kirsten Renner	1976	2025	Head of Group Technology
Ulrika Romantschuk	1966	2020	Head of Brand, Communications and Marketing
Ian Smith	1966	2020	Chief Financial Officer
Petteri Änkilä	1971	2025	Head of Large Corporates & Institutions

The members of the board of directors of Nordea and Group Leadership Team have the following office address: c/o Nordea Bank Abp, Satamaradankatu (Sw: *Hamnbanegatan*) 5, FI-00020 Nordea, Helsinki, Finland.

Frank Vang-Jensen has been the President and Group CEO of Nordea since 2019 and a member of Group Leadership Team since 2018. Before his appointment as President and Group CEO in September 2019, Mr Vang-Jensen held several executive positions since he joined the Nordea Group in 2017, most recently as Head of Personal Banking.

Nina Arkilahti has been Head of Business Banking and a member of Group Leadership Team since 2020. Ms Arkilahti has previously served in several senior positions at Svenska Handelsbanken AB, including as Executive Vice President and Country Head Finland and as General Manager, Handelsbanken Germany. As of the date of this Programme Document, Ms Arkilahti is a member of the boards of directors of BGC Holding AB, Finland Chamber of Commerce and Varma Mutual Pension Insurance Company and the Delegation of the Finnish Business and Policy Forum EVA.

Erik Ek has been Head of Group Business Support and a member of Group Leadership Team since 2025. Mr Ek joined the Nordea Group in 2015 and served most recently as Head of Group Credit Management of the Nordea Group. Prior to joining Nordea, Mr Ek held a number of management positions within the banking industry in Sweden.

Christina Gadeberg has been Chief People Officer and a member of Group Leadership Team since 2019. Ms Gadeberg has held several executive positions since she joined the Nordea Group in 2015, most recently as Head of Group People Business Partnering and co-leader of Group People during 2019 and, prior to this, as Head of People to Asset and Wealth Management from 2017 to 2019.

Jamie Graham has been Chief Compliance Officer and a member of Group Leadership Team since 2021. Mr Graham joined the Nordea Group in 2016 and most recently served as Chief Audit Executive. Before joining Nordea, he held several senior roles at Barclays, including the position of Global Head of Compliance Audit, and also served in managerial roles at PricewaterhouseCoopers.

Mark Kandborg has been Chief Risk Officer and a member of Group Leadership Team since 2022. Mr Kandborg has worked at Nordea for 26 years and has held several senior roles, including Deputy Head of Nordea's Large Corporates & Institutions business area, acting Chief Financial Officer and Head of Group Finance as well as Head of Treasury & Asset and Liability Management.

Jussi Koskinen has been Chief Legal Officer and a member of Group Leadership Team since 2018. He has also been the Deputy Managing Director of Nordea since 2019. Prior to joining the Nordea Group in 2018, Mr Koskinen served as Vice President, Head of Global Corporate Legal and Secretary to the board of directors at Nokia Corporation. As of the date of this Programme Document, Mr Koskinen is the Chair of the Board and the Policy Committee of Directors' Institute Finland.

Sara Mella has been Head of Personal Banking and a member of Group Leadership Team since 2019. Prior to her appointment as Head of Personal Banking in December 2019, Ms Mella was Acting Head of Personal Banking from September 2019 and, prior to that, she held several executive positions at the Nordea Group, most recently as Head of Personal Banking Finland. As of the date of this Programme Document, Ms Mella is the Vice Chair of the board of directors of Finance Finland and a member of the board of directors of Sampo Plc.

Martin A Persson has been Head of Asset & Wealth Management since 2025 and a member of Group Leadership Team since 2016. Mr Persson has held several executive positions since he joined the Nordea Group in 2012, most recently as Head of Large Corporates & Institutions from 2016 to 2025. As of the date of this Programme Document, Mr Persson is a member of the boards of directors of the Swedish Bankers' Association and Swedish House of Finance, Stockholm School of Economics.

Kirsten Renner has been Head of Group Technology and a member of Group Leadership Team since 2025. Ms Renner joined the Nordea Group in 2022 and most recently served as Head of Group Technology. Prior to joining Nordea, Ms Renner held a number of senior positions within technology and digital transformation in the banking industry.

Ulrika Romantschuk has been Head of Brand, Communications and Marketing and a member of Group Leadership Team since 2020. Ms Romantschuk has previously served as Executive Vice President, Communications and Branding of the Fazer Group and was a member of the Group Management Team of the Fazer Group.

Ian Smith has been Group CFO and a member of Group Leadership Team since 2020. Mr Smith has previously served as Group CFO of Virgin Money United Kingdom PLC, partner at Deloitte LLP and Director of Group Finance at Lloyds Banking Group PLC and at Halifax Bank of Scotland PLC.

Petteri Änkilä has been Head of Large Corporates & Institutions and a member of Group Leadership Team since 2025. Mr Änkilä joined the Nordea Group in 2014 and most recently served as the CEO of Nordea Life & Pension and acted as the head of the Finnish Large Corporates & Institutions business unit.

Remuneration of the Board of Directors and Group Leadership Team

In 2025, the total compensation earned (fixed and variable, excluding pension expenses) by the members of Nordea's board of directors and Group Leadership Team was EUR 21,931,783 compared to EUR 22,152,863 in 2024 and EUR 19,855,587 in 2023. For additional information on compensation, severance payments, benefits and pension commitments for the members of the board of directors and Group Leadership Team, see "*Note G8.4*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

The 2024 AGM adopted, through an advisory resolution, Nordea's remuneration policy for governing bodies to be applied until the AGM in 2028. The remuneration policy for governing bodies provides a framework of the remuneration for the members of the board of directors, the President and Group CEO and the deputy managing director.

The Chair and the members of the board of directors receive fees as determined by a resolution of the general meeting. The 2026 AGM resolved that the annual remuneration to be paid to the members of the board of directors elected by the 2026 AGM of Nordea shall amount to EUR 440,000 for the Chair of the board of directors (EUR 400,000 in 2025), EUR 190,000 for the Vice Chair (EUR 180,000 in 2025) and EUR 115,500 for each of the other members of the board of directors

(EUR 112,000 in 2025). With respect to committee work on the Board Audit Committee, the Board Risk Committee and the Board Operations and Sustainability Committee, the 2026 AGM resolved that the annual remuneration paid to the Chairs of these committees shall amount to EUR 81,500 (EUR 71,500 in 2025) and that each of the other members of these committees shall receive EUR 40,000 (EUR 35,500 in 2025) and, further, that the Chair of the Remuneration and People Committee shall receive EUR 62,000 (EUR 54,500 in 2025) and that each of the other members of the Remuneration and People Committee shall receive EUR 35,000 (EUR 31,000 in 2025) for committee work. No additional remuneration for their role as members of the board of directors is paid to members of the board of directors who are employed by the Nordea Group. In addition, Nordea covers or reimburses the members of the board of directors all costs and expenses related to or arising from the board membership, including travel, logistics and accommodation as well as consultative, legal and administrative costs. The legal costs can include, among other items, required costs of legal defence and claims made, during and after their period of office, against members of the board of directors in cases where the members are not found liable or guilty of any intentional wrongdoing or grossly negligent behaviour. Nordea purchases directors and officers insurance which provides cover for personal liabilities of its board of directors and management as well as liability assumed by Nordea to a certain extent following indemnification undertakings. See "*Note G7.1*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Nordea has established the Nordea Incentive Plan (the "**NIP**") that covers executive officers of Nordea, including the Group CEO and members of Group Leadership Team. The NIP, which is implemented annually, is intended to reward performance meeting predetermined targets on a Group, business unit and individual level. The effect on the long-term result is to be considered when determining the targets. The awards from the NIP are allocated partly in cash and partly in financial instruments and are subject to a five year pro-rata deferral period with forfeiture conditions and subsequent retention based on the applicable regulations on remuneration systems, taking account domestic rules and practices, where relevant.

In 2026, the board of directors decided to launch a share-based Long Term Incentive Plan ("**LTIP**") for the new performance period from 2026 to 2028, in addition to the running LTIPs covering the performance periods 2023–2025 (launched in 2023), 2024–2026 (launched in 2024) and 2025–2027 (launched in 2025). The LTIP 2026–2028 includes the Group Leadership Team members and approximately 60 additional senior leaders and key employees. The LTIP 2026–2028 covers a three-year performance period from 1 January 2026 to 31 December 2028 with deferral and retention periods. The first portion of shares of the potential award will be delivered in 2029 subject to the performance conditions. The rest of the shares are deferred and delivered annually in five equal portions during the period from 2030 to 2034. Each share delivery is subject to a 12-month retention period, during which the delivered shares cannot be sold or otherwise disposed of.

For information on the Nordea Group's long-term incentive programmes, see "*Note G8.4*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

Nomination Process

The Shareholders' Nomination Board of Nordea is constituted annually and consists of the Chair of the board of directors and four members appointed by the four shareholders with the largest shareholdings in terms of voting rights in Nordea, who wish to participate, as of 30 April the year preceding the relevant general meeting. The Shareholders' Nomination Board's mandate is valid until a new Shareholders' Nomination Board has been constituted. The latest charter of the Shareholders' Nomination Board was approved by the 2025 AGM of Nordea.

The duties of the Nomination Board are to prepare the proposals to the relevant general meeting relating to the composition of the board of directors, the Chair of the board of directors and the remuneration of the board of directors, and to present the proposals at the general meeting. In order to fulfil its duties, the Nomination Board shall take account of the requirements, and carry out any additional tasks set out in the Finnish Act on Credit Institutions. The Nomination Board elects its Chair who cannot be the Chair of the board of directors.

As of the date of this Programme Document, the Shareholders' Nomination Board consists of Niko Pakalén (appointed by Cevian Capital AB), Lars Ingemann Nielsen (appointed by Nordea-fonden), Daniel Kristiansson (appointed by Alecta), Timo Sallinen (appointed by Varma Mutual Pension Insurance Company) and Sir Stephen Hester (Chair of the board of directors). Niko Pakalén is the Chair of the Shareholders' Nomination Board.

Independence

Nordea complies with applicable requirements regarding the independence of the board of directors according to applicable European regulatory requirements and Finnish laws and regulations as well as requirements set forth in the Finnish Corporate Governance Code. All members of Nordea's board of directors are considered independent in relation to Nordea's significant shareholders in accordance with the Finnish Corporate Governance Code. All of the board members elected by the shareholders are independent of Nordea and its executive management.

No member of Nordea's board of directors elected by the shareholders at the general meeting is employed by or working in an operative capacity in the Nordea Group. The ordinary members and the deputy members of Nordea's board of directors elected by the employees are employed by the Nordea Group and therefore are not independent of Nordea under the Finnish Corporate Governance Code.

The number of members of Nordea's board of directors who are independent in relation to the Nordea Group and its executive management as well as independent in relation to Nordea's significant shareholders exceeds the minimum requirement set forth in the Finnish Corporate Governance Code, which states that at least two of the board members elected by the general meeting who are independent of the company and the company's executive management shall also be independent of the company's significant shareholders.

The rules regarding independence of the board of directors are governed by, among others, the Finnish Corporate Governance Code, the Finnish Act on Credit Institutions, the guidelines and regulations of the FFSA and the European Banking Authority guidelines on internal governance.

Board Committees

This section contains a description of the Board Committees of Nordea as of the date of this Programme Document.

In accordance with the applicable laws and regulations, and in order to increase the effectiveness of its work, Nordea's board of directors has established separate working committees to assist the board of directors in preparing matters belonging to the competence of the board of directors. The duties of the Board Committees as well as their working procedures are defined in the Committee Charters. In general, the Board Committees do not have autonomous decision-making powers and each Board Committee regularly reports on its work to the board of directors.

Board Audit Committee

The Board Audit Committee assists the board of directors in fulfilling its oversight responsibilities by, among other things, monitoring the Nordea Group's financial and sustainability reporting process and system, providing recommendations or proposals to ensure their reliability (including efficiency of the internal control and risk management systems), by monitoring the effectiveness of Group Internal Audit, keeping itself informed as to the statutory audit of the annual and consolidated accounts, and to the assurance of the sustainability reporting, and by reviewing and monitoring the impartiality and independence of the external auditors, including the offering of services other than auditing services by the auditors, prepares a recommendation of appointment of Nordea's auditor and of the sustainability assurer and by reviewing the group's tax strategy and tax policy, as well as by taking care of the responsibilities of the audit committee pursuant to applicable legal requirements. In addition, the Board Audit Committee assists the Board in monitoring and assessing how related party transactions meet the requirements of ordinary activities and arm's-length terms.

As of the date of this Programme Document, the members of the Board Audit Committee are Arja Talma (Chair), Simon Cooper, Petra van Hoeken and Lene Skole. Generally, the Chief Audit Executive, the CFO and the Chief Risk Officer (CRO) as well as the external auditors of Nordea are present at the meetings of the Board Audit Committee with the right to participate in discussions but not in decisions.

The board of directors annually appoints the members and the Chair of the Board Audit Committee. The Board Audit Committee must have at least three members who are members of the board of directors. The Chair of the Board Audit Committee may not be the Chair of the board of directors or of any other Board Committee. None of the members of the Board Audit Committee may be employed within the Nordea Group or participate in the day-to-day management of Nordea or a company in the Nordea Group. The majority of the members of the Board Audit Committee are to be independent of Nordea. At least one of the members of the Board Audit Committee who is independent of Nordea shall also be independent of Nordea's significant shareholders and have sufficient expertise in accounting and/or auditing. The Board Audit Committee members must have the expertise and experience required for the performance of the responsibilities of the committee. Nordea follows these requirements.

Board Risk Committee

The Board Risk Committee assists the board of directors in fulfilling its oversight responsibilities concerning the management and control of the risks, risk frameworks and appetite as well as controls and processes associated with the Nordea Group's activities, including financial and non-financial risks such as capital, credit, market, liquidity, concentration, compliance, conduct, model, operational, information security, IT, ESG and other strategic risks. The duties of the Board Risk Committee include to review and make recommendations on the Nordea Group's risk and compliance governance and review the development of the Nordea Group's internal control framework, including risk management framework, in reference to the development of the Nordea Group's risk profile, and changes in the regulatory framework. In addition, the Board Risk Committee reviews and makes recommendations regarding the Nordea Group's risk appetite and risk strategy. Further, the Board Risk Committee reviews resolutions made by a Group entity concerning credits or

credit limits above certain amounts, as well as the performance of the credit portfolio. The Board Risk Committee also reviews the integrity, independence and effectiveness of Nordea's whistleblowing mechanism "Raise Your Concern".

As of the date of this Programme Document, the members of the Board Risk Committee are Petra van Hoeken (Chair), Simon Cooper, Risto Murto, Lars Rohde and Kjersti Wiklund. Generally, the Chief Risk Officer (CRO), the Chief Compliance Officer and the Chief Audit Executive are present at the meetings of the Board Risk Committee with the right to participate in discussions but not in decisions. Other senior executives are present at the meetings when relevant.

The board of directors annually appoints the Chair and members of the Board Risk Committee. The Board Risk Committee must have at least three members who are members of the board of directors. The Chair of the Board Risk Committee may not be the Chair of the board of directors or of any other Board Committee. The Board Risk Committee must be composed of members of the board of directors who are not employed within the Nordea Group. The members of the Board Risk Committee, including the Chair, are to be independent. Members of the Board Risk Committee must have, individually and collectively, appropriate knowledge, skills and expertise concerning risk management and control practices. Nordea follows these requirements.

Board Remuneration and People Committee

The Board Remuneration and People Committee is responsible for preparing and presenting proposals to the board of directors on remuneration matters, diversity and inclusion, key leadership selection, assessment and succession planning and talent management matters. When preparing proposals on remuneration, the long-term interests of shareholders, investors and other stakeholders in Nordea must be taken into account.

The Board Remuneration and People Committee follows up, at least annually, on the application of the Nordea Group's remuneration policy, overseeing its functionality, including the use of variable pay adjustments, through an independent review by the Group Internal Audit as well as assesses the Nordea Group's remuneration directives and remuneration system with the participation of the appropriate control functions. In addition, the Board Remuneration and People Committee supports the board of directors with the preparation of the Nordea Group's remuneration policy for governing bodies and the remuneration report for governing bodies. The Board Remuneration and People Committee also has the duty of annually monitoring, evaluating and reporting to the board of directors on the programmes for variable remuneration to members of the Group Leadership Team and Chief Audit Executive. At the request of the board of directors, the Board Remuneration Committee also prepares other issues of principle for the consideration of the board of directors.

In addition, the remit of Board Remuneration and People Committee includes support the board of directors in considering the Group Board Diversity Policy and Statement as well as monitor the impact of diversity and inclusion policies and practices within Nordea and review and assess talent management. The Board Remuneration and People Committee also reviews succession plans and the performance of the members of the Group Leadership Team and the Chief Audit Executive, reviews the structure and composition of and the selection criteria and process for the Group Leadership Team, and provides advice on proposed Group Leadership Team appointments together with the Shareholders' Nomination Board.

As of the date of this Programme Document, the members of the Board Remuneration and People Committee are Sir Stephen Hester (Chair), Per Strömberg, Arja Talma and Joanna Koskinen (employee-elected board member). Generally, the Chief People Officer and the President and Group CEO are present at the meetings of the Board Remuneration and People Committee with the right to participate in discussions but not in decisions. Further, the President and Group CEO and the Chief People Officer do not participate in considerations regarding their respective employment terms and conditions.

The board of directors annually appoints the Chair and members of the Board Remuneration and People Committee, which must have at least three committee members. The Chair and the majority of the members of Board Remuneration and People Committee shall be members of the board of directors who are independent of Nordea and not employed by the Nordea Group. The President and Group CEO or the other executives may not be members of Board Remuneration and People Committee. However, if employee elected members are appointed to the board of directors, at least one of them must be appointed as a member of the Board Remuneration and People Committee, as required under the Finnish Act on Credit Institutions. The members of Board Remuneration Committee must have collectively sufficient knowledge of as well as expertise and experience in issues relating to risk management and remuneration. Nordea follows these requirements.

Board Operations and Sustainability Committee

The Board Operations and Sustainability Committee assists, without prejudice to the tasks of the other Board Committees of Nordea, the board of directors in fulfilling its oversight responsibilities concerning sustainability (including environmental, social and governance factors), digital transformation, technology (including artificial intelligence), data management, operations/systems and operational resilience (including cyber resilience) as well as related frameworks and processes. The duties of the Board Operations and Sustainability Committee include advising the board of directors on the

Nordea Group's overall strategy in these areas and assisting the board of directors in overseeing the implementation of this strategy by senior management.

As of the date of this Programme Document, the members of the Board Operations and Sustainability Committee are Kjersti Wiklund (Chair), Lars Rohde, Per Strömberg and Jonas Synnergren. Generally, the Head of Group Technology and the Head of Group Operational Risk are regular attendees at the meetings with the right to participate in discussions but not in decisions.

The board of directors annually appoints the Chair and members of the Board Operations and Sustainability Committee. The Board Operations and Sustainability Committee must have at least three committee members who are members of the board of directors. The Board Operations and Sustainability Committee must be composed of members of the board of directors who do not perform any executive function in the Nordea Group. Members of the Board Operations and Sustainability Committee are to collectively have sufficient collective knowledge, expertise and experience in issues relating to the work of the committee. Nordea follows these requirements.

External Auditors

According to Nordea's articles of association, Nordea must have one audit firm as auditor, whose chief auditor is to be an authorised public accountant approved by the Finnish Patent and Registration Office. The assignment as auditor will continue until the end of the first AGM held after the election of the auditor. PricewaterhouseCoopers Oy, Authorised Public Accountants, was elected by the 2026 AGM of Nordea as Nordea's auditor until the end of the 2027 AGM. As of the date of this Programme Document, Jukka Paunonen, Authorised Public Accountant (KHT), has been assigned as the auditor with principal responsibility. PricewaterhouseCoopers Oy has the following office address: Itämerentori 2, FI-00100 Helsinki, Finland.

Sustainability Reporting Assurer

PricewaterhouseCoopers Oy, Authorised Sustainability Auditors, was re-elected by the 2026 AGM of Nordea as the sustainability reporting assurer of Nordea's sustainability reporting until the end of the 2027 AGM. As of the date of this Programme Document, Jukka Paunonen, Authorised Sustainability Auditor (KRT), has been assigned as the sustainability auditor with principal responsibility.

Share Capital, Shares and Shareholders

Share Capital

Existing Share Capital and Instruments Converting to Shares

As of the date of this Programme Document, Nordea's share capital is EUR 4,049,951,919, consisting of 3,402,799,099 ordinary shares. The shares in Nordea have no nominal value.

Nordea's articles of association do not contain any provisions on share classes or voting rights and consequently, shares may only be issued as ordinary shares and each share confers one vote at general meetings. In the event that Nordea were to issue new shares, all shareholders would typically have preferential rights to the new shares in relation to the number of shares held by them.

The additional tier 1 (AT1) conversion notes issued by Nordea automatically convert into shares if the CET1 capital ratio of either Nordea on a solo basis or the Nordea Group on a consolidated basis falls below a specific trigger level. There are no convertible bonds issued by Nordea that give option exercise rights for holders to acquire shares in Nordea.

Authorisations and Approvals

Mandate to Issue Special Rights Entitling to Shares

The 2026 AGM of Nordea authorised the board of directors of Nordea, on one or several occasions, to decide on the issuance of special rights entitling to shares, either new shares or treasury shares, against payment (convertible instruments) in accordance with or in deviation from the shareholders' pre-emptive subscription right. The maximum number of shares that may be issued based on this authorisation is 330,000,000 shares, corresponding to approximately 9.6 per cent of all Nordea shares as of the date of the notice to the 2026 AGM. The board of directors shall be authorised to decide on all other matters relating to the issuance of the special rights entitling to shares. The issuance of such convertible instruments will be done based on market conditions and will principally be issued in the international capital markets. The purpose of the authorisation is to facilitate a flexible and efficient adjustment of Nordea's capital structure to the applicable capital requirements. The authorisation shall remain in force and effect until the earlier of (i) the end of the next AGM of Nordea or (ii) 18 months from the resolution of the 2026 AGM.

Repurchase and Transfer of Own Shares in Securities Trading Business

The 2026 AGM of Nordea authorised the board of directors of Nordea, on one or several occasions, to decide on the repurchase of Nordea's own shares for consideration for the purpose of its ordinary course securities trading business. In its securities trading business, Nordea, among other things, offers share-related products and acts as a market maker in its own shares on the relevant stock exchanges and in indices in which Nordea's shares form a significant part. The resolution enables Nordea to continue to provide a full range of products in the same manner as its competitors and to fulfil its current market maker undertakings. The number of own shares to be repurchased shall not exceed 175,000,000 shares, corresponding to approximately 5.1 per cent of all Nordea shares as of the date of the notice to the 2026 AGM. Own shares shall be purchased through any trading venue or in transactions with counterparties of the securities trading business outside of a trading venue or through the use of derivative instruments, in each case, at arms-length market terms and price prevailing at the time of the repurchase or at the time of the entry into the relevant derivative instrument, as the case may be. Nordea's own shares are repurchased otherwise than in proportion to the existing shareholdings of Nordea's shareholders (directed repurchases). The facilitation of the Nordea Group's securities trading business, in which the ability to trade also in own shares is required, forms a weighty financial reason for directed repurchases. Nordea's own shares repurchased under this authorisation shall be repurchased before the end of the next AGM of Nordea. The own shares to be repurchased shall be offered to Nordea no later than at the time of the repurchase and shall be paid for no later than upon the delivery of such shares. Under this authorisation, own shares may only be repurchased using the unrestricted equity of Nordea. Nordea's holdings of its own shares in the trading book shall not at any time exceed the applicable limits decided by the ECB.

The 2026 AGM of Nordea also authorised the board of directors of Nordea, on one or several occasions, for the period until the next AGM, to decide on the transfer of Nordea's own shares for consideration for the purpose of its ordinary course securities trading business. The number of own shares to be transferred shall not exceed 175,000,000 shares, corresponding to approximately 5.1 per cent of all Nordea shares as of the date of the notice to the 2026 AGM. Own shares shall be transferred through any trading venue or in transactions with counterparties of the securities trading business outside of a trading venue or through the use of derivative instruments, in each case, at arms-length market terms and price prevailing at the time of the transfer or at the time of the entry into the relevant derivative instrument, as the case may be. Nordea may transfer its own shares in the ordinary course of its securities trading business in deviation from the shareholders' pre-emptive subscription rights by way of a directed share issuance. The facilitation of the Nordea Group's securities trading business, in which the ability to trade also in own shares is required, forms a weighty financial reason for a directed issuance. Nordea's own shares transferred under this authorisation shall be transferred before the end of the next AGM of Nordea. The own shares to be transferred shall be subscribed for no later than at the time of the transfer and shall be paid for no later than upon the delivery of such shares. The subscription price shall be recorded in the invested unrestricted equity of Nordea.

Repurchase of Own Shares

The 2026 AGM of Nordea authorised the board of directors of Nordea to decide, on one or several occasions, on the repurchase of an aggregate of not more than 330,000,000 shares of Nordea, which corresponds to approximately 9.6 per cent of all Nordea shares as of the date of the notice to the 2026 AGM, provided that the number of own shares held by Nordea together with its subsidiaries at any given time may not exceed 10 per cent of all of Nordea shares. Subject to these conditions, the shares may be repurchased as follows: (i) not more than 330,000,000 shares may be repurchased to distribute excess capital for the purpose of optimising the capital position of Nordea and to increase sustainable shareholder return to the benefit of all shareholders; and (ii) not more than 8,000,000 shares may be repurchased to be used in Nordea's variable pay plans in accordance with regulatory requirements and/or as required for new variable pay plans for executive officers, senior management, other material risk takers and other employees, as appropriate. Under this authorisation, own shares may only be repurchased using the unrestricted equity of Nordea. The shares may be repurchased either through an offer to all shareholders on equal terms or through other means and otherwise than in proportion to the existing shareholdings of Nordea's shareholders (directed repurchases). The highest purchase price per share shall be no more than the higher of (i) the highest price paid for Nordea's shares in public trading on the day of repurchase or, alternatively, (ii) the average of the share prices (volume-weighted average price on the regulated markets where Nordea's share is admitted to trading) during the five trading days preceding the repurchase or the offer to repurchase own shares, and the lowest purchase price per share shall be the price that is 20 per cent lower than the lower of (i) the lowest price paid for Nordea's shares in public trading on the day of repurchases or, alternatively, (ii) the average of the share price (volume-weighted average price on the regulated markets where Nordea's share is admitted to trading) during the five trading days preceding the repurchases or the offer to repurchase own shares. Furthermore, in connection with the repurchase of its own shares, Nordea may enter into derivative, share lending or other similar arrangements. The board of directors is authorised to decide on all other terms relating to the repurchase of Nordea's own shares. The authorisation shall remain in force and effect for 18 months from the resolution of the 2026 AGM. This authorisation does not revoke the authorisation to decide on the repurchase of Nordea's own shares granted to the board of directors by the 2025 AGM, which authorisation will remain in effect until 20 September 2026. Repurchases of own shares are subject to Nordea having obtained the necessary regulatory permissions from the ECB.

Issuance and Transfer of Own Shares

The 2026 AGM of Nordea authorised the board of directors of Nordea to decide, on one or several occasions, on the issuance of new shares or the transfer of not more than 30,000,000 shares of Nordea, which corresponds to approximately 0.9 per cent of all Nordea shares as of the date of the notice to the 2026 AGM. The shares may be issued or transferred in proportion to shareholders' existing shareholdings in Nordea or in deviation from the shareholders' pre-emptive subscription right by way of a directed issuance. The shares to be issued or transferred under this authorisation may be used (i) to implement Nordea's variable pay plans in accordance with regulatory requirements and/or as required for new variable pay plans for executive officers, senior management, other material risk takers and other employees, as appropriate, or (ii) as payment in connection with corporate acquisitions. The board of directors is authorised to decide on all other terms concerning the issuance of new shares or transfers of own shares. The authorisation is to remain in full force and effect until the earlier of (i) the end of the next AGM of Nordea or (ii) 18 months from the resolution of the 2026 AGM.

Dividends

All of the shares in Nordea entitle the holders to equal rights to dividends and other distributable funds (including the distribution of Nordea's assets in dissolution). Dividends and other distributions of funds are paid to shareholders or their nominees entered in the register of shareholders on the relevant record date. The right to dividends expires three years from the dividend payment date.

In accordance with the prevailing practice in Finland, dividends on shares in a Finnish limited liability company, if any, are generally declared once a year. Dividends may be paid and unrestricted equity may be otherwise distributed for a specific financial year after the general meeting of shareholders has adopted the company's financial statements for that year and resolved on the amount of dividend or other distribution of unrestricted equity, pursuant to restrictions set forth in the applicable legislation, based on the proposal by the board of directors of the company. Further, under Finnish law, the general meeting may authorise the board of directors to decide on the distribution of dividend or other distribution of unrestricted equity by resolving on a maximum amount of assets to be distributed.

The amount of any dividend or other distribution of unrestricted equity is limited to the amount of distributable funds of the company stated in the financial statements upon which the decision to pay dividends or otherwise distribute unrestricted equity is based, subject to any material changes in the financial position of the company since the financial statements were prepared. In Finland, assets may not be distributed if it is known or should be known at the time of the distribution decision that the company is insolvent or that the distribution will cause the insolvency of the company.

The distribution of profits by a Finnish credit institution is restricted in relation to capital corresponding to the shares recorded in the reserve for invested unrestricted equity referred to in the Finnish Companies Act, to the extent that it has been included in the credit institution's CET1 capital, which may not be refunded or used for the distribution of profits without the prior permission of the FFSA. Further, pursuant to the CRR if the amount of the own funds or consolidated own funds of a credit institution falls below the capital requirement laid down in the CRR or in the Finnish Act on Credit Institutions, the credit institution may not distribute dividends unless the FFSA grants an exemption for a fixed period.

Dividends are normally paid in cash per share through Euroclear Finland, Euroclear Sweden AB ("**Euroclear Sweden**"), and VP Securities A/S ("**VP Securities**"), but may also be paid in kind. On the record date of the dividend payment, persons registered as owners of the shares in the shareholder register will be entitled to receive dividends. If the shareholder cannot be contacted through Euroclear Finland, Euroclear Sweden or VP Securities, the shareholder still retains its claim on Nordea to the dividend amount and this may only be limited through the statute of limitations. When the claim becomes statute barred, the dividend amount is forfeited to Nordea.

Neither the Finnish Companies Act nor Nordea's articles of association contain any restrictions regarding the dividend rights of shareholders resident outside Finland. With the exception of any restrictions pursuant to the bank and clearing systems, payment to such shareholders is executed in the same manner as for shareholders resident in Finland.

Nordea's dividend is denominated in euro, although the payment currency depends on where the shares are registered. In Finland and Denmark, the dividend is paid in euro. In Sweden, shareholders can choose between dividends in Swedish krona or in euro. If the shareholder does not have a euro account, the dividend is converted into local currency. Each custodian decides upon their own conversion rate.

Nordea's dividend policy is to distribute 60 to 70 per cent of the net profit for the year to shareholders while maintaining a strong capital position in line with the capital policy. Excess capital in relation to capital targets may be subject to share buy-back considerations.

The 2026 AGM of Nordea decided on a dividend payment of EUR 0.96 per share for the year ended 31 December 2025. The payment of the full dividend of EUR 3,263.2 million, in the aggregate, took place on 2 April 2026.

The 2026 AGM of Nordea also authorised the board of directors of Nordea to decide on the distribution of a mid-year dividend in 2026. The mid-year dividend amount is to be set at a level corresponding to approximately 50 per cent of the

Nordea Group's net profit for the six-month period ending 30 June 2026, while being subject to a maximum total amount of EUR 3 billion. The mid-year dividend is considered to form the first part of the total dividend distribution to be paid for the financial year ending 31 December 2026 under Nordea's dividend policy. The mid-year dividend will be paid based on the annual accounts for the financial year ended 31 December 2025. The board of directors of Nordea intends to decide on the mid-year dividend in conjunction with the interim report for the second quarter of 2026.

General Meetings of Shareholders

Matters Addressed at General Meetings

The highest governing body of Nordea is the general meeting of shareholders, at which the shareholders exercise their decision-making powers. General meetings in Nordea may only decide on matters provided for by law or Nordea's articles of association, or on any other matters referred to the general meeting by the board of directors. If a shareholder of Nordea wishes that a matter is dealt with by a general meeting, the shareholder may submit a written request to the board of directors no later than four weeks before the notice to attend the meeting is issued. Under Finnish law, the rights of the shareholders of Nordea to have a matter dealt with by the general meeting are restricted to matters that are to be decided on by the general meeting pursuant to applicable law or Nordea's articles of association. Such matters include the remuneration and appointment of members of the board of directors and auditors, adoption of the company's financial statements, distribution of assets, discharge from liability of the board of directors and the Group CEO, adoption of a remuneration policy where necessary, adoption of a remuneration report, amendments to the articles of association and decisions relating to the company's shares or share capital. Voting rights may be restricted in the articles of association of a company under Finnish law. Nordea does not have such restrictions in its articles of associations.

Organising of General Meetings

Pursuant to the articles of association of Nordea, the AGM must be held annually by the end of May. An extraordinary general meeting of shareholders in respect of specific matters is convened when deemed necessary by the board of directors, or when requested in writing by an auditor of the company or by shareholders representing at least one-tenth of all of the issued and outstanding shares in the company. The FFSA may also convene a general meeting under special circumstances. Notice to a general meeting of Nordea must be furnished to its shareholders by notification on the company's website no earlier than three months, and no later than three weeks, prior to the date of the general meeting but no later than nine days before the general meeting record date. A notice of the general meeting must also be published as a stock exchange release.

Holders of nominee-registered shares in Nordea have the right to participate in general meetings if the shareholder has been temporarily registered as the holder of such shares in the company's shareholder register maintained by Euroclear Finland by the date announced in the notice to the general meeting of shareholders, which date must be after the record date of the general meeting of shareholders. As regards nominee-registered shares, this temporary registration also constitutes the registration for participating in the general meeting. Such temporary registrations in the shareholders' register are typically handled by the nominee (*i.e.*, the custodian bank) and holders of nominee-registered shares will need to contact their respective banks in good time prior to general meetings.

Any shareholder not personally present at the general meeting may exercise their rights at the meeting by proxy holding a written power of attorney that is dated or otherwise providing reliable evidence of the right to represent a shareholder. Under Finnish law, there is no time restriction on the validity of a power of attorney. However, the power of attorney is only valid for the immediately following general meeting, unless it is expressly stated otherwise in the power of attorney.

The general meetings of Nordea are to be held in Helsinki unless there are particularly significant grounds for holding the general meeting at another location. As an alternative to a physical or hybrid meeting, the board of directors can decide on organising a general meeting without a meeting venue whereby shareholders can exercise their decision-making power in full and in real time during the meeting using telecommunication connection and technical means.

Majority Requirements at General Meetings

Under Finnish law, resolutions by the general meeting are generally passed with the majority of the votes cast. In the case of elections, the person who receives the most votes is deemed elected (with board members being elected individually). However, the following resolutions of Nordea, among others, require a majority of two-thirds of all votes cast and of the shares represented at the general meeting:

- amendments to the articles of association;
- directed issues of shares, issue of special rights entitling to shares and convertible instruments or authorisations for the board of directors to resolve on such issues;
- acquisitions of own shares;

- approvals of merger plans and demerger plans; and
- transfer of domicile.

Resolutions to reduce the share capital do not require a two-thirds majority under Finnish law. Amendments of the articles of association of Nordea must be notified to the FFSA (*i.e.*, FFSA approval is not required under Finnish law).

Acquisition and Transfer of Shares

Supervisory Approval for Certain Acquisitions

There are no restrictions under Finnish law or in Nordea's articles of association regarding the right to transfer shares in Nordea, and Nordea is not aware of any agreements between shareholders in this respect. However, since Nordea is a credit institution, a direct or indirect acquisition of shares in Nordea that causes the acquirer's total holding to comprise a qualified holding (10 per cent or more of the share capital or of the votes, or a holding that otherwise enables the acquirer to exercise a substantial influence over the management of Nordea) may only take place following approval by the FFSA, according to the Finnish Act on Credit Institutions. An FFSA approval is also required if the holding amounts to or exceeds 20 per cent, 30 per cent or 50 per cent of the share capital or of the votes. If the FFSA grants the required approval, the shareholder will have continuous obligations in respect of its holdings in Nordea, such as a requirement to notify the FFSA of any changes in its holdings in shares in Nordea, causing a holding either to cease being qualified or to fall below any of these holding levels, and changes in its management. The FFSA has the authority to impose restrictions on the exercise of the shareholders' rights. Under the SSM, the ECB is the authority that ultimately decides on (in cooperation with the FFSA) whether to approve an acquisition of a qualifying holding in a significant credit institution that is subject to the direct supervision of the ECB.

Reporting Requirements

Pursuant to the Finnish Securities Markets Act that implements the Transparency Directive (Directive 2004/109/EC, as amended) in part, a shareholder of Nordea will be required, without undue delay, to notify Nordea and the FFSA when its voting interest in, or its percentage ownership of, the total number of shares in Nordea reaches, exceeds or falls below 5 per cent, 10 per cent, 15 per cent, 20 per cent, 25 per cent, 30 per cent, 50 per cent, 66⅔ per cent or 90 per cent, calculated in accordance with the Finnish Securities Markets Act, or when it has on the basis of a financial instrument the right to receive an amount of shares that reaches, exceeds or falls below any such threshold. If Nordea receives information indicating that a voting interest or ownership interest has reached, exceeded or fallen below any of these thresholds, it must disclose such information without undue delay and deliver it to the main media either directly or through an established news provider, and to relevant regulated markets. If a shareholder has violated its obligation to give notice of a voting interest or ownership, the FFSA may, if there is a weighty reason for it, prohibit the shareholder from using its right to vote at the general meeting for the shares to which the violation relates.

Mandatory Bids

Pursuant to the Finnish Securities Markets Act, a shareholder whose holding of shares in Nordea exceeds 30 per cent of the total voting rights in Nordea, calculated in accordance with the Finnish Securities Markets Act, must make a public tender offer to purchase the remaining shares and other securities entitling holders to shares in such company for fair value. The same applies if a shareholder of Nordea exceeds 50 per cent of the total voting rights of Nordea.

The obligation to make a tender offer is not triggered if the securities that caused the above-mentioned limits to be reached have been purchased pursuant to a public tender offer that has been made for all shares in the target company and other securities entitling holders to shares in such company or have been otherwise acquired during the tender offer period of such public tender offer. If a company has two or more shareholders whose holdings of voting rights exceed the above-mentioned limits, only the shareholder with the most voting rights is required to make a tender offer. If a shareholder exceeds the above-mentioned limits due solely to acts of the company or another shareholder, such shareholder is not required to make a tender offer before purchasing or subscribing for more shares in the target company or otherwise increasing its holding of voting rights in the target company. If the above-mentioned limits are exceeded due to the shareholders acting in concert when making a voluntary tender offer, the obligation to make a tender offer is not triggered if the concerted action is limited only to such tender offer. There is no obligation to make a tender offer if a shareholder or another party who is acting in concert with such shareholder gives up its voting rights in excess of the above-mentioned limits within one month after such limit was exceeded provided that the shareholder publishes its intention and that the voting rights are not exercised during such time.

The FFSA may, for a special reason and on application, waive the requirement to launch a mandatory bid. The consideration for granting an exemption is based on an overall assessment including the impact of the exemption on the effective position of minority shareholders. Whether the minority shareholders of the offeree company have been aware of the arrangement in advance and have been able to influence its content are also taken into account when considering an exemption. Particular reasons for granting an exemption from the obligation to launch a bid could include at least one of the following: (i) the

proportion of voting rights exceeding the threshold for an obligation to launch a bid is not effectively transferred, for example, when transferring holdings to an entity or foundation within the same sphere of control; (ii) the proportion of voting rights exceeding the threshold for an obligation to launch a bid is transferred through an inheritance; (iii) the proportion of voting rights exceeding the threshold for an obligation to launch a bid is exceeded on the basis of a share issue based on preferential rights of the shareholders, where the other shareholders have not used their preferential subscription right in full; (iv) the proportion of voting rights exceeding the threshold for an obligation to launch a bid is exceeded in a corporate transaction where the consideration comprises shares in the offeree company; (v) the proportion of voting rights exceeding the threshold for an obligation to launch a bid is exceeded due to an underwriting commitment related to a share issue; or (vi) the proportion of voting rights exceeding the threshold for an obligation to launch a bid is exceeded by an arrangement whose purpose is to secure the continuity of an offeree company in financial difficulty.

A particular reason for an exemption from the obligation to launch a bid may also be that the mandatory bid threshold is exceeded in a situation where mutually independent shareholders begin to act in concert in order to exercise control in the offeree company. In such situation, the FFSA pays special attention, in its consideration, to granting an exemption on the mutual independence of the shareholders acting in concert and to whether the shareholders acting in concert had increased their proportion of voting rights before they began to act in concert.

Under the Finnish Securities Markets Act, a Finnish listed company must comply with the Helsinki Takeover Code, which relates to, among other things, the actions of the management of the target company in a public takeover, or provide an explanation for its non-compliance.

Buy-out of Minority Shareholders

Mandatory redemptions of minority shareholders are possible under Finnish law. A shareholder with more than 90 per cent of all shares and votes in a company is entitled to redeem the remaining shares at a fair price. A shareholder whose shares may be so redeemed is entitled to demand the redemption of its shares. When calculating the shareholdings with respect to the redemption right, also shares owned by a party in which the redeemer has a controlling interest in as well as shares owned jointly by the redeemer and a third party are taken into account. Any voting restrictions pursuant to the law or the articles of association are not taken into account when assessing the redemption right. In calculating the total number of shares, shares owned by the company (treasury shares) or its subsidiaries are not included.

Under Finnish law, if a mandatory public bid has preceded the redemption of the shares of minority shareholders, the price offered in the public bid will be deemed to constitute the fair price of the share, unless particular reasons exist to deviate from the general rule. If the right to redeem the shares of minority shareholders is based on a voluntary public bid and the redeemer has, as a consequence of the bid, acquired at least 90 per cent of the shares subject to the bid, the price offered in the voluntary public bid will constitute the fair price of the shares, unless particular reasons exist to deviate from the general rule.

Disputes regarding the redemption right and price are to be referred to mandatory arbitration. The redeeming party is generally liable for the costs of the arbitration.

Securities Registration

Finland

The Finnish book-entry securities system is centralised at Euroclear Finland, which offers national clearing, settlement and registration services for securities. Euroclear Finland maintains a central book-entry register for both equity and debt securities. The use of the book-entry securities system is mandatory for companies whose shares are listed on Nasdaq Helsinki.

In order to hold entries in the book-entry securities system, a security holder must open a book-entry account with an account operator. The account operators are credit institutions, investment firms and other institutions licensed to act as account operators by Euroclear Finland that are entitled to make entries in the book-entry register and administer the book-entry accounts. Each book-entry account is required to contain specific information with respect to the account holder and other holders of rights to the book-entries entered into the account as well as information on the account operator administering the book-entry account. The required information also includes the type and number of book-entries registered as well as the rights and restrictions pertaining to the account and to the book-entries registered in the account. A custodial nominee account is identified as such on the entry.

A non-Finnish shareholder may appoint an account operator (or certain other Finnish or non-Finnish organisations approved by Euroclear Finland) to act on its behalf. A custodial nominee account holder is entitled to receive dividends on behalf of the shareholder. Holders of nominee-registered shares have the right to participate in general meetings if the shareholder has been temporarily registered as the holder of such shares in the company's shareholder register maintained by Euroclear Finland by the date announced in the notice to the relevant general meeting of shareholders. Upon request by the FFSA, the nominee acting on behalf of a shareholder is required to disclose the name of the beneficial owner of any

shares registered in such nominee's name, provided the beneficial owner is known, as well as the number of shares owned by such beneficial owner. If the name of the beneficial owner is not known, the nominee is required to disclose corresponding information on the representative acting on behalf of the beneficial owner and to submit a written declaration of the representative to the effect that the beneficial owner of the shares is not a Finnish natural person or legal entity. Furthermore, the relevant company also has a right to identify its nominee-registered shareholders by submitting a request in this regard through a custody chain. A shareholder wishing to hold his or her shares in the book-entry securities system in his or her own name but who does not maintain a book-entry account in Finland is required to open a book-entry account with an account operator and a bank account denominated in euros.

Sweden

The Swedish book-entry securities system is centralised at Euroclear Sweden, a central securities depository and clearing organisation. The shares in Nordea administered by Euroclear Sweden are registered in book-entry form on securities accounts (VP accounts) and no share certificates are issued. Title to shares is ensured exclusively through registration with Euroclear Sweden. All transactions and other changes to accounts are entered in the system of Euroclear Sweden through banks or other securities institutions that have been approved as account operators by Euroclear Sweden. The register maintained by Euroclear Sweden also contains information on other interests in respect of shares, such as those of a pledge. Shares may be registered on VP accounts, and consequently, entered in the shareholders' register, either in the name of the beneficial owner (owner registered shares) or in the name of a nominee authorised by Euroclear Sweden (nominee-registered shares), in which case a note thereof is made in the securities system. In respect of nominee-registered shares, the nominee account holder is entitled to receive dividends on behalf of the shareholder. A beneficial owner wishing to attend and vote at general meetings must seek a temporary direct owner registration in the shareholders' register and the shares must be registered in the share register five business days prior to the relevant general meeting. Euroclear Sweden and each company affiliated with Euroclear Sweden must, upon request, disclose the identity, address and number of shares held by any beneficial owner who holds more than 500 nominee-registered shares in such company.

Denmark

The shares in Nordea will be registered in book-entry form on accounts maintained in the computer system of VP Securities, which acts as the central securities depositary for electronic central record of ownership and clearing centre for transactions in Denmark. Danish financial institutions, such as banks, are authorised to keep accounts for each specific investor with VP Securities. All shares listed on Nasdaq Copenhagen and registered at VP Securities are dematerialised and non-certificated. The account is maintained through an account-holding bank. The account-holding bank has the exclusive right to make transactions and registrations on these accounts on behalf of its customers. Shares must be registered in the name of the holder through the account-holding bank. An account may be kept on behalf of one or more owners, meaning that a shareholder may appoint a nominee. A nominee shareholder is entitled to receive dividends and to exercise all subscription and other financial and administrative rights attached to the shares held in its name with VP Securities. The relationship between the nominee shareholder and the beneficial owner is regulated solely by an agreement between the parties, and the beneficial owner must disclose its identity if any of the aforementioned rights are to be exercised directly by the beneficial owner.

Central Securities and Settlement Organisation Affiliation

The Finnish book-entry securities system is centralised at Euroclear Finland, which offers national clearing, settlement and registration services for securities. Euroclear Finland maintains a central book-entry register for both equity and debt securities. Euroclear Finland also maintains Nordea's shareholder register. No share certificates have been or will be issued with respect to the shares in Nordea. The business address of Euroclear Finland is PL 1110, 00101 Helsinki, Finland. The use of the book-entry securities system is mandatory for companies whose shares are listed on Nasdaq Helsinki.

Listing and Trading of the Shares

Stock Exchange Listings

Nordea's ordinary shares are listed on Nasdaq Nordic, the stock exchanges in Helsinki (in euro, symbol "NDA FI", ISIN FI4000297767), Stockholm (in Swedish krona, symbol "NDA SE", ISIN FI4000297767), and Copenhagen (in Danish krone, symbol "NDA DK", ISIN FI4000297767). The Nordea share has been listed in Helsinki since 2002, in Stockholm since 1997 and in Copenhagen since 2000.

Trading on the Helsinki Stock Exchange commenced in 1912 and operated as a financial association until 1984, when it was converted into a cooperative primarily owned by banks, traders and other companies and associations. The cooperative was converted to a limited liability company in 1995 and, following a number of acquisitions and mergers, changed its name to HEX Plc in 2001. In 2003, Hex Plc merged with OM AB that owned the Stockholm Stock Exchange, established in 1863, and the two stock exchanges became part of OMX AB. In 2005, OMX AB acquired the Copenhagen Stock Exchange, established in 1808. Following the acquisition of OMX AB by NASDAQ in 2008, these three exchanges became known as NASDAQ OMX Helsinki, NASDAQ OMX Stockholm and NASDAQ OMX Copenhagen (currently Nasdaq

Helsinki, Nasdaq Stockholm and Nasdaq Copenhagen, respectively). Each of the three exchanges has a status as a regulated market as defined in Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments. The regulatory authority responsible for the supervision of Nasdaq Helsinki is the FFSA.

Trading Information

The following table provides an overview of changes in the share price of Nordea (based on the closing price on Nasdaq Helsinki, Nasdaq Stockholm and Nasdaq Copenhagen, respectively) since 2023:

	Nasdaq Helsinki		Nasdaq Stockholm		Nasdaq Copenhagen	
	High price	Low price	High price	Low price	High price	Low price
	(EUR)		(SEK)		(Danish krone)	
Year ended 31 December 2023	12.11	9.18	133.98	104.90	90.09	68.47
Year ended 31 December 2024	11.78	10.05	133.80	115.70	87.80	74.90
Year ended 31 December 2025	16.09	10.12	173.95	112.10	120.55	75.04
First and second quarters of 2026 (through 30 April)	17.02	14.29	180.60	155.35	126.80	107.05

Information about the past and future performance of Nordea's ordinary shares, including price information, can be obtained from the website of Nasdaq Nordic at *www.nasdaqomxnordic.com*. Pricing information for Nordea's ordinary shares is published on each trading day. The aggregate average daily trading volume in the Nordea share in the stock exchanges in Stockholm, Helsinki and Copenhagen was EUR 116.1 million in 2025.

Shareholders

The following table sets forth information relating to Nordea's five largest shareholders as of 30 April 2026:

	As of 30 April 2026	
	Number of shares (million)	Per cent of shares and votes[(1)]
BlackRock	201.4	5.9
Norges Bank Investment Management	162.7	4.7
Vanguard	152.3	4.5
Nordea-fonden	134.0	3.9
Cevian Capital[(1)]	106.5	3.1

(1) Latest disclosed to Nordea.

RELATED PARTY TRANSACTIONS

Pursuant to IFRS, parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party's financial or operational decisions, as defined by "*IAS 24 – Related Party Disclosures*". The Nordea Group defines related parties as: (i) shareholders with significant influence; (ii) associated undertakings and joint ventures; (iii) persons having authority and responsibility for planning, directing and controlling the activities in Nordea, directly or indirectly, including any member of the board of directors and the Group Leadership Team, the Group CEO and the Deputy Managing Director ("**Key Management Personnel**"); and (iv) other related parties. Other related parties comprise close family members to individuals in Key Management Personnel. Other related parties also include companies significantly influenced by Key Management Personnel in Nordea Group as well as companies significantly influenced by family members to these Key Management Personnel. Other related parties also include Nordea's pension foundations.

Substantially all of the Nordea Group's transactions with related parties occur in the normal course of business. The number of transactions with related parties is not significant. The Nordea Group's related party transactions primarily fall into one of two categories, transactions with associated undertakings and joint ventures and transactions with employees or members of the board of directors and Group Leadership Team.

Transactions with Related Parties

Within the ordinary course of its business, the Nordea Group extends consumer and residential loans to Key Management Personnel. As of 31 December 2025, the total amount of loans outstanding to Key Management Personnel was EUR 5 million, as compared to EUR 2 million as of 31 December 2024 and EUR 4 million as of 31 December 2023. Loans to Key Management Personnel who are employed by Nordea are subject to the same credit terms and conditions applicable to the Nordea Group's employees. For general terms of these loans, see "*Note G10.4*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document. Loans extended to Key Management Personnel who are not employed by the Nordea Group (which includes members of the board of directors) and to family members of Key Management Personnel who do not live in the same household as key management personnel are granted on normal market terms.

Transactions with related companies are entered into within the ordinary course of business, based on the same criteria and on the same terms and conditions applicable to comparable transactions with companies of similar standing.

For additional information, see "*Note G10.4*" to the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025 incorporated by reference into this Programme Document.

SUPERVISION AND REGULATION

The Nordea Group is subject to regulation and supervision by governmental authorities in Finland, Denmark, Norway and Sweden as well as the other countries where the Nordea Group conducts its business. The Nordea Group's securities and fund operations are regulated by various statutes.

Nordea has a licence from the ECB to operate as a credit institution within the meaning of the Finnish Act on Credit Institutions. Nordea receives deposits from the public and is, therefore, a deposit bank within the meaning of Chapter 1, Section 8 of the Finnish Act on Credit Institutions.

The following is a summary of the principal supervision and regulation of Nordea and the Nordea Group by public authorities in Finland and a description of the principal supervision and regulation by European authorities such as the ECB that Nordea and the Nordea Group are subject to.

Financial Supervisory Authorities

The FFSA

The FFSA is responsible for the supervision of Finland's financial sector, including Finnish credit institutions. The primary objective of the FFSA's activities is to ensure financial stability and confidence in the financial markets and to enhance the protection of customers and investors and insured benefits. The FFSA's supervisory responsibilities also encompass other types of financial institutions, such as insurance companies, investment firms, fund managers and Nasdaq Helsinki.

The FFSA's supervision is conducted through analysis of reports regarding, among other things, capital adequacy, large exposures and financial statements and through on-site inspections to ensure that each financial institution's operations comply with Finnish banking laws and regulations. In addition to its supervisory function, the FFSA issues both binding regulations and general guidelines governing the operation of the Finnish financial markets and participants in those markets. The FFSA is primarily responsible for deciding on and applying the capital buffers under the CRD, which, in turn, means that the FFSA also has a central role in macro-prudential supervision.

The ECB

A significant change in the supervisory regimes in a number of EU countries, including Finland, took place when the SSM commenced its operations in Europe in November 2014. The SSM is a system of financial supervision comprising the ECB and the competent national authorities of the participating EU countries. The legal basis for the SSM is Council Regulation (EU) No. 1024/2013, which sets forth the supervisory powers of the ECB. Within the SSM, the ECB directly supervises significant credit institutions and has an indirect role in the supervision of less significant credit institutions, which continue to be supervised by their national supervisors in close cooperation with the ECB. National supervisors continue to have an important role in preparing and implementing the ECB's decisions. In order to increase the consistency and efficiency of supervisory practices, the European Banking Authority continues to develop a single rulebook applicable to all EU Member States. It will also ensure that regular stress tests are carried out to assess the resilience of European banks. For banks active in several countries, both inside and outside the euro area, existing coordination between home and host supervisors will continue to exist. The Nordea Group is, as a result of the size of its assets, under the direct supervision of the ECB.

Memorandum of Understanding

The DFSA, the FFSA, the NFSA and the SFSA as well as the ECB entered into a memorandum of understanding in December 2016 (the "**Memorandum of Understanding**") that sets out certain procedures for cooperation in respect of the prudential supervision of significant branches in Denmark, Finland, Norway and Sweden. One of the main purposes of the Memorandum of Understanding is to enable the competent authority of the home member state of a credit institution to take into account local market concerns regarding significant branches raised by the competent authorities of the host member states. The Memorandum of Understanding sets out principles for enhanced cooperation among the participating authorities (including the DFSA, the FFSA, the NFSA, the SFSA and the ECB). The participating authorities have established a college of supervisors to coordinate supervision under the Memorandum of Understanding. The Memorandum of Understanding governs the areas of prudential supervision, consumer protection supervision, supervision of information and communication technologies, payment services and systems provided by significant branches, supervision of anti-money laundering and the financing of terrorism, and macroprudential tools. The Memorandum of Understanding is also intended to facilitate cooperation between the parties in crisis management in respect of cross-border groups containing one or more significant branches. It applies in full to branches that, if they were subsidiaries, would be considered by the competent authority of the host member state as systemically important credit institutions.

Pursuant to the Memorandum of Understanding, and without limiting their regular supervisory and other responsibilities, the participating authorities agree to exchange information (such as liquidity reports, IRB data, information on operation risk incidents and losses, risk metrics, management information, recovery plans and reports from auditors). Further, the participating authorities are as home member states to involve the respective host member states of branches in reviews

and evaluations, recovery planning as well as in certain decisions and reports (such as group risk assessment reports, group liquidity risk assessment reports, decisions which impact the robustness of a group and its branches, internal models). Under the Memorandum of Understanding the participating authorities are also to strive to ensure that relevant institutions have sufficient liquidity in relevant currencies. The Memorandum of Understanding also sets out procedures for on-site inspections and on-the-spot checks. Finally, the Memorandum of Understanding sets out certain principles for reciprocity for macroprudential tools.

The Bank of Finland

The Bank of Finland is the national monetary authority and central bank of Finland and also a part of the Eurosystem, the monetary authority of the euro area, which is responsible for monetary policy and other central bank tasks in the euro area and for administering the use of the euro. The primary objective of both the Eurosystem and the Bank of Finland is price stability, that is, a moderate rise in consumer prices. This means that the Bank of Finland has tasks relating both to Finland and to the Eurosystem. In addition to monetary policy, the Bank of Finland's core tasks are financial stability and financial statistics, banking operations and currency supply.

The European System of Central Banks ("**ESCB**") consists of the national central banks ("**NCBs**") participating in the Eurosystem and the NCBs of those EU Member States that have not yet introduced the single currency. These EU Member States are, as of the date of this Programme Document, Czech Republic, Denmark, Hungary, Poland, Romania and Sweden.

The ECB is responsible for ensuring that the tasks of the Eurosystem are carried out either through its own activities or via the NCBs. For their part, the euro area NCBs carry out the tasks that fall to the ESCB and the Eurosystem. The NCBs contribute through, for example, participation in a range of committees. The NCBs also have national responsibilities outside the Eurosystem, including responsibilities related to financial stability and prudential supervision.

The treaty establishing the European Community accords the Eurosystem absolute independence for executing its duties. The ECB, the Eurosystem NCBs and the members of their decision-making bodies may not seek or take instructions from any outside body.

The primary objective of the Eurosystem is to maintain price stability. It also aims to support the EU's general economic policy, as long as this is not in conflict with the objective of price stability.

Capital Adequacy, Liquidity and Leverage

General

As a result of the global financial crisis that extended from August 2007 through the early part of 2009, and following a review of the existing regulatory framework, a number of initiatives aimed at tightening the regulatory standards applicable to financial institutions, in particular those deemed to be systemically important, were introduced. One of the most important regulatory initiatives following the crisis was Basel III, which was a comprehensive proposal by the BCBS for reforms to the regulatory capital and liquidity framework for internationally active banks. The Basel III framework has been transposed into law in the EU by way of the Capital Requirements Directive and the CRR. The CRR applies in all EU Member States without further national implementation. Finnish legislation implementing the Capital Requirements Directive entered into force in 2014.

On 7 June 2019, the banking package that comprises of revisions to CRR, the Capital Requirements Directive, SRM Regulation as well as BRRD was published in the Official Journal. The banking package also included (i) the Creditor Hierarchy Directive and (ii) phase-in arrangements for the regulatory capital impact of "*IFRS 9 – Financial Instruments*" and the ongoing interaction of "*IFRS 9 – Financial Instruments*". The banking package covers multiple areas, including the pillar 2 framework, the leverage ratio, mandatory restrictions on distributions, permission for reducing own funds and eligible liabilities and macro-prudential tools, the framework for MREL and the integration of the FSB TLAC standard into EU legislation. The initial elements entered into force on 27 June 2019. Subject to several exceptions, the main elements of the Capital Requirements Directive became applicable on 29 December 2020 and the main elements of CRR II became applicable on 28 June 2021. The Finnish national transposition of the CRD amendments entered into force on 1 April 2021. On 26 June 2020, a so-called CRR "quick fix" was implemented with the intention to ensure that banks could continue to lend money to support the economy and help mitigate the significant economic impact of the coronavirus pandemic. The package includes selected targeted amendments to the CRR with the intention to maximise the ability of banks to lend and absorb losses related to the coronavirus pandemic. Among the changes, the quick fix implemented the extended SME factor and the changed treatment of software at an earlier date than earlier decided. The Creditor Hierarchy Directive created a new category of "non-preferred" senior debt and has been implemented as a matter of domestic law in Finland primarily through the introduction of updates to the Finnish Act on Credit Institutions that took effect as of 15 November 2018 and that regulate, among other things, the ranking of "non-preferred" senior debt in the bankruptcy of a credit institution.

Capital and Liquidity Requirements

Under the CRR, institutions are required to hold a minimum amount of regulatory capital of 8 per cent of REA and, under CRR II, institutions are also subject to a leverage ratio requirement of 3 per cent to be met with tier 1 capital. In addition to this minimum requirement, supervisors may add extra capital requirements to cover other risks (thereby increasing the regulatory minimum required under CRD) and the Nordea Group may also decide to hold an additional amount of capital. The CRD also imposes capital buffer requirements that are in addition to the minimum capital requirement and required to be met with CET1 capital. The CRD imposes certain restrictions, among other things, on institutions that fail to meet the combined buffer requirement, as described in further detail below.

The Nordea Group is identified as an O-SII. Pursuant to the Finnish Act on Credit Institutions, the buffer is to be set at a level between 0 per cent and 3 per cent for O-SIIs. Furthermore, a systemic risk buffer within the meaning of Article 133 of the Capital Requirements Directive has been implemented into Finnish law through amendments to the Finnish Act on Credit Institutions pursuant to which the FFSA may impose a systemic risk buffer of 1 per cent to 5 per cent on Finnish credit institutions, which has been applicable since 1 January 2019. A buffer requirement in excess of 3 per cent requires the approval of the European Commission.

After the implementation of CRD V the systemic risk buffer is additive with the O-SII buffer. The systemic risk buffer requirement was first set by the FFSA at 3 per cent for the Nordea Group with effect from 1 July 2019. The systemic risk buffer requirement was later removed on 6 April 2020 as a response to the coronavirus pandemic and only the 2 per cent O-SII buffer was applicable. The O-SII buffer requirement for the Nordea Group was later increased to 2.5 per cent with effect from 1 January 2023. Further, the FFSA announced on 30 March 2023 that it will set a systemic risk buffer requirement of 1 per cent to Finnish credit institutions, including the Nordea Group, to be met by CET1 capital by 1 April 2024. Following the FFSA's decision of 30 September 2024 to reciprocate the Danish sector-specific systemic risk buffer, the systemic risk buffer requirement applicable to the Nordea Group was increased with effect from 1 January 2025. Following the FFSA's decision of 26 June 2025 to reciprocate the Norwegian systemic risk buffer at a level of 4.5 per cent, the systemic risk buffer requirement applicable to the Nordea Group was increased with effect from 1 October 2025. For more information on this and certain other recent regulatory decisions by the supervisory authorities, see "*—Recent Regulatory Developments*" below.

The ECB can also assess the adequacy of the systemic risk buffer set by the FFSA and, should the ECB at a later stage consider this buffer not to be adequate, it may set a higher systemic risk buffer requirement.

Under Article 141 (*Restrictions on distributions*) of the CRD (the "**Article 141 Restrictions**"), EU Member States must require that institutions that fail to meet the combined buffer requirement (broadly, the combination of the capital conservation buffer, the institution specific countercyclical buffer, the systemic risk buffer and the higher of (depending on the institution) the O-SII or G-SII buffer, in each case as applicable to the institution) will be subject to restricted "discretionary payments" (which are defined broadly as payments relating to CET1 capital, variable remuneration and payments on additional tier 1 instruments) in certain circumstances, including a shortfall in meeting its capital buffer requirements or, following full implementation of the banking package, a failure to meet the minimum requirement for own funds and eligible liabilities.

The restrictions on "discretionary payments" will be scaled according to the extent of the breach of the combined buffer requirement and calculated as a percentage of the profits of the institution since the most recent decision on distribution of profits or discretionary payment. Such calculation will result in an MDA (*i.e.*, maximum distributable amount) for the relevant period. As an example, the scaling is such that if the level of a bank's total CET1 capital falls within the bottom quartile of the combined buffer requirement, no "discretionary distributions" will be permitted to be paid. As a consequence, in the event of a breach of the combined buffer requirement it may be necessary for Nordea to reduce "discretionary payments", including dividend payments on its shares and payments on its additional tier 1 instruments.

Nordea will, similar to all other banks supervised by the SSM, be allocated pillar 2 add-ons that are split between a pillar 2 requirement and pillar 2 guidance. The level of both of these add-ons will be communicated by the ECB and the FFSA as part of the formal SREP by the EU Supervisory College. On 28 October 2025, Nordea received the ECB's Joint Decision on the latest SREP, which includes the pillar 2 requirement. In the Joint Decision, the pillar 2 requirement was maintained at 1.60 per cent. As outlined in the Capital Requirements Directive, banks must meet the pillar 2 requirement with at least 56.25 per cent of CET1 capital. The CET1 capital requirement in the pillar 2 requirement was maintained at 0.90 per cent.

The CET1 capital ratio requirement for the first quarter of 2026 was 13.8 per cent, including a minimum CET1 capital requirement of 4.5 per cent, a pillar 2 requirement of 0.9 per cent, a capital conservation buffer of 2.5 per cent, a buffer for other systemically important institutions of 2.5 per cent, a countercyclical buffer of 1.7 per cent and a systemic risk buffer of 1.8 per cent. The CET1 capital ratio requirement as of 31 March 2026 was unchanged compared to the corresponding requirement for the fourth quarter of 2025.

Under the banking package, a firm will be deemed not to have met its combined buffer requirement, and will become subject to the Article 141 Restrictions, where it does not have own funds and eligible liabilities in an amount and quality

to meet: (i) its combined buffer requirement, (ii) its 4.5 per cent pillar 1 CET1 capital requirement, (iii) its 6.0 per cent pillar 1 tier 1 capital requirement, (iv) its 8.0 per cent pillar 1 capital requirement, and (v) its MREL requirements. Separately, the banking package also states that where an institution fails to meet or exceed its combined buffer requirement, in making distributions within the MDA, it must not make distributions relating to CET1 capital or variable remuneration payments before having made payments on its additional tier 1 instruments.

Additionally, under the banking package, Article 141a was introduced to better clarify, for the purposes of restrictions on distributions, the relationship between the additional own funds requirements, the minimum own funds requirements and the combined buffer requirement (the so-called "stacking order"), with Article 141 of the Capital Requirements Directive amended to reflect the stacking order in the calculation of the MDA. Under this new provision, an institution such as Nordea shall be considered as failing to meet the combined buffer requirement for the purposes of Article 141 of the Capital Requirements Directive where it does not have own funds and eligible liabilities in an amount and of the quality needed to meet at the same time the requirement defined in Article 128(6) of the Capital Requirements Directive (*i.e.*, the combined buffer requirement) as well as each of the minimum own funds requirements and the additional own funds requirements. In addition, Article 16a of the BRRD was introduced to better clarify the stacking order between the combined buffer requirement and the MREL requirement. Pursuant to this provision, a resolution authority has the power to prohibit an entity from distributing more than the MDA for own funds and eligible liabilities (calculated in accordance with Article 16a(4) of the BRRD) (*i.e.*, the M-MDA) where the combined buffer requirement and the MREL requirement are not met. The revisions to the Capital Requirements Directive have applied in full from 1 January 2022.

The CRD includes two liquidity requirements: the LCR (Liquidity Coverage Ratio) and the NSFR (Net Stable Funding Ratio). The LCR aims to ensure that a bank maintains an adequate level of unencumbered, high-quality assets that can be converted into cash to meet the bank's liquidity needs for a 30-day time horizon under an acute liquidity stress scenario. The NSFR, on the other hand, establishes a minimum acceptable amount of stable funding, based on the liquidity characteristics of an institution's assets and activities over a medium- to long-term horizon. These standards aim to set the minimum levels of liquidity for internationally active banks. The banking package included a binding NSFR requirement applicable from the second quarter of 2021 and requires an institution to hold sufficient stable funding to meet its funding needs during a one-year period under both normal and stressed conditions.

Measures Related to Finalisation of Basel III

On 7 December 2017, the BCBS announced that its oversight body, the Group of Central Bank Governors and Heads of Supervision, had endorsed the outstanding Basel III post-crisis regulatory reforms proposed by the BCBS. As part of the reform process, the BCBS conducted a review of the standardised approaches and internal models of the capital requirement frameworks for credit and operational risk with a view to, among other things, reducing mechanistic reliance on external ratings. In addition, the role of internal models was reviewed by the BCBS with the aim of improving comparability and address excessive variability in the capital requirements for credit risk. The BCBS also worked on the design of an output floor framework based on the revised standardised approaches for all risk types. This framework has replaced the capital floor for credit institutions using internal models, which was based on the Basel I standard. The BCBS also calibrated the floor alongside its other work on revising the risk-based capital framework. In addition, the BCBS also conducted a review of trading book capital standards, resulting in new minimum capital requirements for market risk. The revised standards, which require implementation in the EU prior to being applicable to the Nordea Group, were initially intended to take effect from 1 January 2022 with the output floor being phased in over five years. However, because of the coronavirus pandemic, the implementation was deferred by one year; hence the revised BCBS standards took effect from 1 January 2023 with a five-year phase in period for the output floor. The CRR II did not include the changes to the finalised Basel III as announced by BCBS in December 2017; however, the revised market risk framework, as agreed by the BCBS in 2016 has been included in the CRR II. The market risk framework was revised by the BCBS in January 2019 and the full market risk framework is, therefore, expected to be implemented with the other BCBS changes at a later stage.

The EU co-legislators reached an agreement on the implementation of the finalisation of Basel III into EU through CRD 6 and CRR 3 that introduce an output floor, which operates as a lower limit for the capital requirements that banks calculate when using their internal models. The output floor will be applied both at a group and an individual institution level. However, the Finnish legislator has, in the implementation in Finland of the output floor requirement, which applies only to the Nordea Group's entities established in Finland (Nordea Bank Abp, Nordea Mortgage Bank Plc and Nordea Finance Finland Ltd), opted to disapply the output floor at the individual institution level. The output floor requirement has applied from 1 January 2025 with the output floor being phased in, starting with 50 per cent from 1 January 2025 with full implementation at 72.5 per cent taking place from 1 January 2030. Transitional rules for the calculation of REA for the output floor extend to the end of 2032. EU Member States were required to transpose CRD 6 into national law by 10 January 2026. In general, CRD 6 has applied from 11 January 2026 apart from provisions on third country branches being applicable one year later, from 11 January 2027. As part of the new banking package, the European Banking Authority has received mandates to develop new regulatory products such as Implementing/Regulatory Technical Standards (ITS/RTS) and guidelines.

Finnish Implementation of the CRD

The directly applicable CRR entered into force in Finland on 1 January 2014, and the CRD was implemented in Finland through amendments to the Finnish Act on Credit Institutions with effect from the same date. As of the date of this Programme Document, the final transposition of CRD 6 into Finnish national law is still pending as the legislative amendments implementing CRD 6 are under consideration by the Finnish Parliament.

Regulatory capital and liquidity requirements applicable to Finnish credit institutions (such as Nordea) are determined in accordance with both the CRR and the Finnish Act on Credit Institutions. Furthermore, the FFSA has issued national regulations and guidelines on the calculation of capital requirements and large exposures relating to the national application of the CRR. These regulations and guidelines contain, among other things, the FFSA's guidelines on the categorisation of various Finnish capital instruments into CET1 capital, additional tier 1 or tier 2 instruments for the purposes of satisfying the own funds requirements imposed by the CRR and the Finnish Act on Credit Institutions.

Pursuant to the CRR, credit institutions must have a CET1 capital ratio of at least 4.5 per cent, a tier 1 capital ratio of 6.0 per cent and a total capital ratio of 8.0 per cent (each ratio expressed as a percentage of the total REA), as well as a leverage ratio of 3 per cent. Furthermore, Finnish law imposes additional capital requirements consisting of a capital conservation buffer, a countercyclical buffer as well as, where relevant, additional buffer requirements for G-SIIs and O-SIIs and a systemic risk buffer. A Finnish credit institution must have an additional capital conservation buffer of 2.5 per cent, consisting of CET1 capital. The FFSA is also authorised to set a countercyclical buffer of zero to 2.5 per cent based on macro-prudential analysis, although it has not imposed such buffer as of the date of this Programme Document. The countercyclical buffer (if imposed in the future) must also be satisfied with CET1 capital.

Pursuant to the Finnish Act on Credit Institutions, the buffer for G-SIIs is to be set at a level between 1 per cent and 3.5 per cent and at a level between 0 per cent and 3 per cent for O-SIIs. Furthermore, a systemic risk buffer within the meaning of Article 133 of the Capital Requirements Directive has been implemented into Finnish law through amendments to the Finnish Act on Credit Institutions, pursuant to which the FFSA may impose a systemic risk buffer of 1 per cent to 5 per cent on Finnish credit institutions. A buffer requirement in excess of 3 per cent requires the approval of the European Commission. On 29 June 2018, the FFSA decided to activate the systemic risk buffer in Finland. For the Nordea Group, the systemic risk buffer requirement was 3 per cent to be met by CET1 capital and was applicable from 1 July 2019 to 6 April 2020 after which it was set to 0 per cent. The FFSA published in March 2023 its decision to set a systemic risk buffer requirement of 1.0 per cent to be covered by CET1 capital with effect from 1 April 2024. The FFSA activated the O-SII buffer in 2019, also to be met with CET1 capital. Only the higher of the systemic risk buffer and O-SII buffer has been applicable. In 2022, the applicable buffer was 2 per cent (based on the O-SII buffer). On 1 January 2023, the O-SII buffer was increased to 2.5 per cent. With the implementation of CRD V, the O-SII buffer and the systemic risk buffer is additive. On 27 June 2022, the FFSA decided to increase the O-SII buffer for the Nordea Group to 2.5 per cent to be applicable from 1 January 2023. The ECB can also assess the adequacy of the systemic risk buffer set by the FFSA and, should the ECB at a later stage consider this buffer not to be adequate, it may set a higher systemic risk buffer requirement.

On 27 September 2023, the FFSA decided to reciprocate the risk weight floor applicable to Swedish corporate loans secured by real estate (35 per cent on commercial real estate and 25 per cent on residential real estate). The reciprocation of the risk weight floor applicable to Swedish residential mortgages was extended by the FFSA on 19 December 2023. On 17 December 2025, the FFSA decided to extend the reciprocation of the risk weight floors applicable to Swedish corporate loans secured by real estate and to Swedish residential mortgages.

Framework for Recovery and Resolution of Credit Institutions and Investment Firms

General

Nordea operates under the BRRD that was transposed through the Finnish Resolution Act and the Finnish Act on Financial Stability Authority.

The over-arching objective of the BRRD is to allow the authorities to take the actions necessary to maintain financial stability, while at the same time reducing the danger of moral hazard. The BRRD is to a large extent based on FSB's Key Principles. The powers conferred upon supervisory authorities pursuant to the directive can be generally categorised into preventive powers, early intervention powers and resolution powers. Ultimately, the authorities may take control of a failing bank and, among other things, transfer the bank to a private purchaser or to a publicly controlled entity (a so-called "bridge institution") pending a private sector arrangement. In order to ensure that losses are imposed on the shareholders and the creditors of the bank, the directive also includes extensive powers to write down share capital as well as to write down and/or convert outstanding debt into equity in the bank. This mechanism is commonly referred to as "bail-in". Most of such failing bank's debt could be subject to bail-in, except for certain specific exceptions such as deposits and secured liabilities. In order to ensure that there is sufficient buffer capacity to cover the losses and/or recapitalise in case of a failure, the directive stipulates that there should be a minimum requirement for eligible liabilities (*i.e.*, MREL).

Pursuant to the Memorandum of Understanding (see "*—Financial Supervisory Authorities—Memorandum of Understanding" above*) and applicable EU rules, the relevant host member states are to be involved in recovery planning and the home member state should consult with the competent authorities of the relevant host member states before an assessment of a recovery or of a group recovery plan is carried out. The main objectives of the recovery planning should be to ensure a high standard of crisis prevention and to preserve the financial stability of the local market.

SRM

The SRM Regulation is applicable to the Nordea Group. The SRM Regulation establishes the SRB that has resolution powers over the institutions that are subject to the SRM Regulation and, thereby, replaces the national authorities as the relevant resolution authority with respect to such institutions. Where the SRB performs its duties and exercises powers under the SRM Regulation, the SRB is considered to operate as the relevant authority under the BRRD. The SRB prepares and adopts a resolution plan for the entities subject to its powers, including the Nordea Group. It also determines, after consulting competent authorities including the ECB, an MREL requirement subject to write-down and conversion powers which Nordea will be required to meet at all times. The SRB publishes MREL policy that serves as the basis for determination of MREL requirement. The default MREL requirement consists of two elements: (i) a default loss-absorption amount, which reflects the losses that the bank will incur in resolution, and (ii) a recapitalisation amount, which reflects the capital needed to meet ongoing prudential requirements after resolution. The latter component is complemented by a market confidence charge necessary to ensure market confidence post-resolution. Both elements are based on the bank's capital requirements using the supervisory data of the previous year. The SRB also expects larger EU banks to meet a minimum subordination requirement that should generally be met by own funds and subordinated MREL eligible liabilities. G-SIIs are required to meet a Pillar 1 subordination requirement equal to 18 per cent of total REA plus the combined buffer requirement and at least 6.75 per cent of LRE. Banks with total assets that exceed EUR 100 billion ('top tier banks') are required to meet a Pillar 1 subordination requirement of 13.5 per cent of total REA plus the combined buffer requirement and at least 5 per cent of LRE. In addition, the SRB should require G-SIIs and top tier banks to achieve a subordination level equal to 8 per cent of total liabilities and own funds. This level may be increased or decreased by the SRB based on conditions such as resolvability assessments including progress in removing potential impediments to resolvability, in particular relating to NCWOL risk.

The SRB has also set MREL requirements for larger individual subsidiaries within a banking group.

As part of the SRM, the EU-wide SRF managed by the SRB was established. The SRF commenced its operations as of 1 January 2016. The SRF is a pool of funds provided by the banking sector which will be set up to ensure that medium-term funding support is available while a credit institution is being restructured. The SRB can use the SRF only for the purpose of ensuring the efficient application of the resolution tools and exercise of the resolution powers referred to in the SRM Regulation and in accordance with the resolution objectives and the principles governing the resolution referred to in the SRM Regulation. The budget of the EU or the national budgets cannot be used to cover expenses or losses of the SRF. Banks, including Nordea, will have to make annual contributions to the SRF. The SRM Regulation lays down the basic rules on how to calculate the contributions of individual banks to the SRF.

The SRF has reached its target level of at least 1 per cent of the amount of covered deposits of credit institutions in all EU's banking union countries at the end of 2023. The SRB will continue to verify on an annual basis whether the available financial means have diminished below the target level in the relevant contribution period. Should the means in the SRF diminish below the target level of at least 1 per cent of covered deposits in EU's banking union (because of a sharp increase in covered deposits and/or a depletion of the available financial means), contributions to the SRF may restart.

Implementation of BRRD in Finland

The BRRD has been implemented in Finland through the Finnish Resolution Act and the Finnish Act on Financial Stability Authority. The latter regulates the Finnish Stability Authority, which is the national resolution authority in Finland. Both acts entered into force on 1 January 2015.

The BRRD is complemented with the directly applicable SRM Regulation, which is applied to the Nordea Group as the primary resolution code instead of the national Finnish Resolution Act. The SRB has the powers of early intervention as set forth in the SRM, including the power to require Nordea to contact potential purchasers in order to prepare for resolution of Nordea. The SRB would have the authority to exercise the specific resolution powers under the SRM. These would be launched if the SRB assesses that the following conditions are met: (i) Nordea is failing or is likely to fail; (ii) having regard to timing and other relevant circumstances, there is no reasonable prospect that any alternative private sector measures or supervisory action or the write-down or conversion of relevant capital instruments, taken in respect of the Nordea, would prevent its failure within a reasonable timeframe; and (iii) a resolution action is necessary in the public interest.

The Finnish Stability Authority is responsible for raising the contributions from Finnish banks and transferring the contributions to the SRF.

Deposit Guarantee Scheme

As part of the reforms required by the BRRD, amendments have been made to Finnish legislation (including the Finnish Act on Financial Stability Authority) to establish a preference in the insolvency hierarchy, firstly, for insured deposits and, secondly, for all other deposits of individuals and micro, small and medium-sized enterprises held in EEA or non-EEA branches of an EEA bank. In addition, the Finnish implementation of the Deposit Guarantee Scheme Directive (Directive 2014/49/EU) increased, from July 2015, the nature and amount of insured deposits to cover a wide range of deposits, including part of all corporate deposits (unless the depositor is a public sector body or financial institution) that do not exceed the coverage level (being EUR 100,000 for the aggregate deposits of each depositor) and some temporary high value deposits (also above the coverage level). All such preferred deposits will rank in the insolvency hierarchy ahead of all other unsecured senior creditors of Nordea. However, the non-insured part of deposits of large corporations with over EUR 50 million turnover rank *pari passu* with claims of other unsecured senior creditors of the Issuer. Insured deposits are also excluded from the scope of the bail-in tool.

On March 26, 2026, the European Parliament adopted the CMDI framework, which will modify the BRRD, the SRM Regulation and the Deposit Guarantee Scheme Directive. Senior preferred debt instruments will no longer, subject to a few limited exceptions, rank *pari passu* with any non-covered non-preferred deposits; instead, senior preferred debt instruments would rank junior in right of payment to the claims of all depositors. The new rules are expected to be implemented in EU Member States by early 2028.

The maximum compensation provided from the Finnish deposit guarantee fund is EUR 100,000 for one customer in one bank. If the customer's deposits exceed EUR 100,000 in one bank, the excess deposits in that bank are not covered by the deposit guarantee. In calculating the amount of compensation, all deposits of a customer placed with the same bank are aggregated. The liabilities that a customer may have in the same bank have no impact on the level of compensation.

The deposit guarantee covers deposits by private persons, associations and companies. Owners of a joint account are each entitled to the full cover of EUR 100,000. The guarantee does not apply to persons with only the right to use a deposit account. An estate's deposit is considered a single person's deposit, covered to EUR 100,000. The deposit guarantee does not cover, for example, funds in accounts used for investment services, as these fall within the scope of the compensation liability of the Investors' Compensation Fund as set out in the Investment Services Act (Fi: *sijoituspalvelulaki* (747/2012), as amended).

When a deposit bank has run into permanent payment difficulties, the Finnish Resolution Authority must decide within five working days whether the Finnish deposit guarantee fund is liable to compensate. The maximum payment period for the compensation is seven working days.

Currency and Credit Policy Regulations

In Finland, there are no foreign exchange controls in effect. However, under the Finnish Emergency Powers Act (Fi: *valmiuslaki* (1552/2011), as amended) (the "**Finnish Emergency Powers Act**"), which regulates emergency situations, the Finnish Government, the Bank of Finland and the FFSA are granted special powers, for example, to limit the transfer of money outside from the country. Such emergency situations include, among other events, an ongoing or threatening military attack targeting Finland, a catastrophe, contagion or other comparable event affecting the population or the economic foundations of Finland. The Finnish Emergency Powers Act includes special provisions concerning financial markets. The emergency powers also include the possibility for the competent authorities to impose an obligation to repatriate funds and assets held outside of Finland and to require permission from the Bank of Finland for import and export of securities, money or certificates of claim.

Recent Regulatory Developments

On 30 September 2024, the FFSA decided to reciprocate the Danish sector-specific systemic risk buffer on commercial real estate companies in Denmark. The measure became applicable from 1 January 2025 and increased the CET1 capital requirement for Nordea by approximately 10 basis points. As of the date of this Programme Document, the Nordea Group's regulatory CET1 capital ratio requirement is 13.8 per cent.

On 6 December 2024, the Norwegian Ministry of Finance decided to increase the risk weight floor for residential mortgages in Norway from 20.0 per cent to 25.0 per cent from 1 July 2025 onwards. On 29 September 2025, the FFSA decided to extend the reciprocation of the risk weight floors so that the floor for Norwegian residential real estate exposures was increased from 20 per cent to 25 per cent applicable from 1 January 2026. This will have no impact on Nordea until the removal of the current regulatory add-ons for the new retail capital models, which were implemented in the third quarter of 2024. The floor for Norwegian commercial real estate exposures remained at 35 per cent.

In the first quarter of 2026, Nordea received the SRB's decision on the Nordea Group's updated MREL requirements. The MREL requirements that the Nordea Group must meet are 23.6 per cent of REA excluding the combined buffer requirement and 6.2 per cent of LRE. The subordination requirements, which were reduced compared to the previous requirements, are

14.6 per cent of REA excluding the combined buffer requirement and 6.2 per cent of LRE. The SRB assesses and updates the requirements annually.

The Norwegian Ministry of Finance has implemented a systemic risk buffer of 4.5 per cent for exposures located in Norway. Following the FFSA's decision of 26 June 2025 to reciprocate the Norwegian systemic risk buffer at a level of 4.5 per cent, the systemic risk buffer requirement applicable to the Nordea Group was increased with effect from 1 October 2025.

FORMS OF THE NOTES

Bearer Notes

Each Series of Notes in bearer form ("**Bearer Notes**") will initially be in the form of either a temporary global note in bearer form (the "**Temporary Global Note**"), without interest coupons, or a permanent global note in bearer form (the "**Permanent Global Note**"), without interest coupons, in each case as specified in the relevant Pricing Supplement. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**"), as specified in the relevant Pricing Supplement, will be deposited on or around the issue date of the relevant Series of the Notes with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

In the case of each Series of Bearer Notes, the relevant Pricing Supplement will also specify whether U.S. Treasury Regulations §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**")) ("**TEFRA C Rules**") or U.S. Treasury Regulations §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) ("**TEFRA D Rules**") are applicable in relation to the Notes or, if the Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note Exchangeable for Permanent Global Note

If the relevant Pricing Supplement specifies the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Series of the Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the delivery of a Permanent Global Note, duly authenticated, to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

(i) presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Principal Paying Agent; and

(ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership,

within seven days of the bearer requesting such exchange.

Temporary Global Note Exchangeable for Definitive Bearer Notes

If the relevant Pricing Supplement specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Bearer Notes" and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Bearer Notes in definitive form ("**Definitive Bearer Notes**") not earlier than 40 days after the issue date of the relevant Series of the Notes.

If the relevant Pricing Supplement specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Bearer Notes" and also specifies that the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Bearer Notes not earlier than 40 days after the issue date of the relevant Series of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Bearer Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Bearer Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Pricing Supplement), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

Permanent Global Note Exchangeable for Definitive Bearer Notes

If the relevant Pricing Supplement specifies the form of Notes as being "Permanent Global Note exchangeable for Definitive Bearer Notes", then the Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Bearer Notes:

(i) on the expiry of such period of notice as may be specified in the relevant Pricing Supplement; or

(ii) at any time, if so specified in the relevant Pricing Supplement; or

(iii) if the relevant Pricing Supplement specifies "in the limited circumstances described in the Permanent Global Note", then if either of the following even occurs:

(a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

(b) any of the circumstances described in Condition 8 (*Enforcement Events*) of the Terms and Conditions of the Notes occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Bearer Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Bearer Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Pricing Supplement), in an aggregate principal amount equal to the principal amount of the Notes represented by the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

In relation to any issue of Global Bearer Notes that have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of the minimum Specified Denomination. In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination may not receive a Definitive Bearer Note in respect of such holding (should Definitive Bearer Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

Terms and Conditions Applicable to the Notes

The terms and conditions applicable to any Definitive Bearer Note will be endorsed on that Note and will consist of the terms and conditions set out under "*Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes*" and "*Terms and Conditions of the Additional Tier 1 Conversion Notes*" and the provisions of the relevant Pricing Supplement which supplement, amend and/or replace those terms and conditions.

The terms and conditions applicable to any Global Bearer Note will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*—Summary of Provisions Relating to the Notes while in Global Form*" below.

Legend Concerning United States Persons

In the case of any Series of Bearer Notes having a maturity of more than 365 days, the Notes in global form, the Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

"Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

Registered Notes

Each Series of Notes in registered form ("**Registered Notes**") will be represented by either:

(i) definitive notes in registered form ("**Definitive Registered Notes**"); or

(ii) one or more unrestricted global notes ("**Regulation S Global Registered Note(s)**") in the case of Registered Notes sold outside the United States to non-U.S. persons in reliance on Regulation S ("**Regulation S Registered Notes**") and/or one or more restricted global notes ("**Rule 144A Global Registered Note(s)**") in the case of Registered Notes sold to QIBs in reliance on Rule 144A ("**Rule 144A Registered Notes**"),

in each case as specified in the relevant Pricing Supplement, and references in this Programme Document to "Global Registered Notes" shall be construed as a reference to Regulation S Global Registered Notes and/or Rule 144A Global Registered Notes.

Any Note represented by a Regulation S Global Registered Note may be registered in the name of a common depositary (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Regulation S Global Registered Note will be deposited on or about the issue date with the common depositary.

Any Note represented by a Regulation S Global Registered Note may be and each Note represented by a Rule 144A Global Registered Note will be registered in the name of Cede & Co. (or such other entity as is specified in the relevant Pricing Supplement) as nominee for DTC and the relevant Global Registered Note will be deposited on or about the issue date with the custodian for DTC ("**DTC Custodian**"). Beneficial interests in Notes represented by a Rule 144A Global Registered Note may only be held through DTC at any time.

If the relevant Pricing Supplement specifies the form of Notes as being "Definitive Registered Notes", then the Notes will at all times be represented by Definitive Registered Notes issued to each Noteholder in respect of their respective holdings.

Global Registered Notes Exchangeable for Definitive Registered Notes

If the relevant Pricing Supplement specifies the form of Notes as being "Global Registered Note exchangeable for Definitive Registered Note", then the Notes will initially be represented by one or more Global Registered Notes each of which will be exchangeable in whole, but not in part, for Definitive Registered Notes:

(i) on the expiry of such period of notice as may be specified in the relevant Pricing Supplement; or

(ii) at any time, if so specified in the relevant Pricing Supplement; or

(iii) if the relevant Pricing Supplement specifies "in the limited circumstances described in the Global Registered Note", then:

  (a) in the case of any Global Registered Note held by or on behalf of DTC, if DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to the Global Registered Note or DTC ceases to be a "clearing agency" registered under the Exchange Act or if at any time DTC is no longer eligible to act as such, and the Issuer is unable to locate a qualified successor within 90 days of receiving notice or becoming aware of such ineligibility on the part of DTC;

  (b) in the case of any Regulation S Global Registered Note held by Euroclear or Clearstream, Luxembourg or any other relevant clearing system, if Euroclear, Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; and

  (c) in any case, if any of the circumstances described in Condition 8 (*Enforcement Events*) of the Terms and Conditions of the Notes occurs.

Whenever a Global Registered Note is to be exchanged for Definitive Registered Notes, each person having an interest in a Global Registered Note must provide the Fiscal Agent (through the relevant clearing system) with such information as the Issuer and the Fiscal Agent may require to complete and deliver Definitive Registered Notes (including the name and address of each person in which the Notes represented by the Definitive Registered Notes are to be registered and the principal amount of each such person's holding). In addition, whenever a Rule 144A Global Registered Note is to be exchanged for Definitive Registered Notes, each person having an interest in the Rule 144A Global Registered Note must provide the Fiscal Agent (through the relevant clearing system) with a certificate given by or on behalf of the holder of each beneficial interest in the Rule 144A Global Registered Note stating either (i) that such holder is not transferring its interest at the time of such exchange or (ii) that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Notes and that the person transferring such interest reasonably believes that the person acquiring such interest is a QIB and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A. Definitive Registered Notes issued in exchange for interests in the Rule 144A Global Registered Note will bear the legends and be subject to the transfer restrictions set out under "*Transfer Restrictions*".

Whenever a Global Registered Note is to be exchanged for Definitive Registered Notes, the Issuer shall procure that Definitive Registered Notes will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Note within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Note to the Fiscal Agent of such information as is required to complete and deliver such Definitive Registered Notes against the surrender of the Global Registered Note at the specified office of the Fiscal Agent.

Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled to the Agency Agreement and, in particular, shall be effected without

charge to any holder, but against such indemnity as the Fiscal Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

In relation to any issue of Global Registered Notes which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of the minimum Specified Denomination. In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination may not receive a Definitive Registered Note in respect of such holding (should Definitive Registered Notes be issued) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

Terms and Conditions Applicable to the Notes

The terms and conditions applicable to any Definitive Registered Note will be endorsed on that Definitive Registered Note and will consist of the terms and conditions set out under "*Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes*" and "*Terms and Conditions of the Additional Tier 1 Conversion Notes*", as applicable, and the provisions of the relevant Pricing Supplement which supplement, amend and/or replace those terms and conditions.

The terms and conditions applicable to any Global Registered Note will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*—Summary of Provisions Relating to the Notes while in Global Form*" below.

Summary of Provisions Relating to the Notes while in Global Form

Clearing System Accountholders

In relation to any Series of Notes represented by a Global Bearer Note, references in the Terms and Conditions of the Notes to "Noteholder" or "Holder" are references to the bearer of the relevant Global Bearer Note which, for so long as the Global Bearer Note is held by a depositary or a common depositary, for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary.

In relation to any Series of Notes represented by one or more Global Registered Notes, references in the Terms and Conditions of the Notes to "Noteholder" or "Holder" are references to the person in whose name the relevant Global Registered Note is for the time being registered in the Note Register (as defined in Condition 3(c) (*Title to Registered Notes*) in the Terms and Conditions of the Notes) which (a) in the case of a Rule 144A Global Registered Note or Regulation S Global Registered Note held by or on behalf of DTC, will be Cede & Co. (or such other entity as is specified in the relevant Pricing Supplement) as nominee for DTC; and (b) in the case of any Regulation S Global Registered Note which is held by or on behalf of a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or a nominee for that depositary or common depositary.

Each of the persons shown in the records of DTC, Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Bearer Note or a Global Registered Note (each an "**Accountholder**") must look solely to DTC, Euroclear, Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer or the Guarantor to the holder of such Global Bearer Note or Global Registered Note and in relation to all other rights arising under such Global Bearer Note or Global Registered Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under a Global Bearer Note or Global Registered Note will be determined by the respective rules and procedures of DTC, Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by a Global Bearer Note or Global Registered Note, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the holder of such Global Bearer Note or Global Registered Note.

Transfers of Interests in Global Bearer Notes and Global Registered Notes

Transfers of interests in Global Bearer Notes and Global Registered Notes within DTC, Euroclear and Clearstream, Luxembourg or any other relevant clearing system will be in accordance with their respective rules and operating procedures. None of the Issuer, the Fiscal Agent, the Dealers or the Paying Agents will have any responsibility or liability for any aspect of the records of any DTC, Euroclear and Clearstream, Luxembourg or any other relevant clearing system or any of their respective participants relating to payments made on account of beneficial ownership interests in a Global Bearer Note or Global Registered Note or for maintaining, supervising or reviewing any of the records of DTC, Euroclear and Clearstream, Luxembourg or any other relevant clearing system or the records of their respective participants relating to such beneficial ownership interests.

The laws of some states of the United States require that certain persons receive individual certificates in respect of their holdings of Notes. Consequently, the ability to transfer interests in a Global Registered Note to such persons will be limited. Because clearing systems only act on behalf of participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in a Global Registered Note to pledge such interest to persons or entities which do not participate in the relevant clearing systems, or otherwise take actions in respect of such interest, may be affected by the lack of a Definitive Registered Note representing such interest.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described under "*Transfer Restrictions*", transfers between DTC participants, on the one hand, and Euroclear or Clearstream, Luxembourg accountholders, on the other will be effected by the relevant clearing systems in accordance with their respective rules and through action taken by the DTC Custodian and the Fiscal Agent.

On or after the issue date for any Series, transfers of Notes of such Series between accountholders in Euroclear and/or Clearstream, Luxembourg and transfers of Notes of such Series between participants in DTC will generally have a settlement date one business day after the trade date (T+1). The customary arrangements for delivery versus payment will apply to such transfers.

Transfers between DTC participants, on the one hand, and Euroclear or Clearstream, Luxembourg accountholders, on the other will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Euroclear and Clearstream, Luxembourg, on the other, transfers of interests in the relevant Global Registered Notes will be effected through the Fiscal Agent, the DTC Custodian and any applicable Transfer Agent receiving instructions (and where appropriate certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. Transfers will be effected on the later of (i) three business days after the trade date for the disposal of the interest in the relevant Global Registered Note resulting in such transfer and (ii) two business days after receipt by the Fiscal Agent, as the case may be, of the necessary certification or information to effect such transfer. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately. The customary arrangements for delivery versus payment between Euroclear and Clearstream, Luxembourg accountholders or between DTC participants are not affected.

For a further description of restrictions on the transfer of Notes, see "*Plan of Distribution*" and "*Transfer Restrictions*".

Upon the issue of a Global Registered Note to be held by or on behalf of DTC, DTC or the DTC Custodian will credit the respective nominal amounts of the individual beneficial interests represented by such Global Registered Note to the account of DTC participants. Ownership of beneficial interests in such Global Registered Note will be held through participants of DTC, including the respective depositaries of Euroclear and Clearstream, Luxembourg. Ownership of beneficial interests in such Global Registered Note will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee. DTC has advised the Issuer that it will take any action permitted to be taken by a holder of Registered Notes represented by a Global Registered Note held by or on behalf of DTC (including, without limitation, the presentation of such Global Registered Notes for exchange as described above) only at the direction of one or more participants in whose account with DTC interests in such Global Registered Note are credited, and only in respect of such portion of the aggregate nominal amount of such Global Registered Note as to which such participant or participants has or have given such direction. However, in certain circumstances, DTC will exchange the relevant Global Registered Note for Definitive Registered Notes (which will bear the relevant legends set out in "*Transfer Restrictions*").

Although DTC, Euroclear and Clearstream, Luxembourg have agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Registered Notes among participants and accountholders of DTC, Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Fiscal Agent, the Dealers or the Paying Agents will have any responsibility for the performance by DTC, Euroclear or Clearstream, Luxembourg or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their respective operations.

While a Global Registered Note is lodged with DTC, Euroclear, Clearstream, Luxembourg or any relevant clearing system, Definitive Registered Notes for the relevant Series of Notes will not be eligible for clearing and settlement through such clearing systems.

Conditions Applicable to Global Notes

Each Global Bearer Note and Global Registered Note will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Global Bearer Note or Global Registered Note. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Bearer Note or Global Registered Note which, according to the Terms and Conditions of the Notes, require presentation and/or surrender of a Note, Note Certificate or Coupon will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Bearer Note or Global Registered Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Bearer Note, the Issuer shall procure that the payment is noted in a schedule thereto.

Payment Business Day: In the case of a Global Bearer Note or a Global Registered Note, the payment Business Day shall be, if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre as specified in the relevant Pricing Supplement or, if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

Payment Record Date: Each payment in respect of a Global Registered Note will be made to the person shown as the Holder in the Note Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which the Global Registered Note is being held is open for business.

Exercise of Put Option: In order to exercise the option contained in Condition 6(h) *(Optional Early Redemption (Put)*) of the Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes, the bearer of a Permanent Global Bearer Note or the holder of a Global Registered Note must, within the period specified in the Terms and Conditions of the Notes for the deposit of the relevant Note and put notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial Exercise of Call Option: In connection with an exercise of any redemption option contained in Condition 6 *(Redemption and Purchase)* of the Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes and of the Terms and Conditions of the Additional Tier 1 Conversion Notes in relation to some only of the Notes the Permanent Global Note or Global Registered Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the relevant Terms and Conditions of the Notes but in accordance with the rules and procedures of DTC, Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of DTC, Euroclear and/or Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

Write-Down and Reinstatement: For so long as all of the Notes are represented by the Permanent Global Note (or by the Permanent Global Note and/or the Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a common depositary for Euroclear and Clearstream, Luxembourg, any Write Down of the Notes will be effected in Euroclear and Clearstream, Luxembourg in accordance with their operating procedures by way of a reduction in the pool factor and any Reinstatement in respect of the Notes will be effected in Euroclear and Clearstream, Luxembourg in accordance with their operating procedures by way of an increase in the pool factor.

Notices: Notwithstanding Condition 15 (*Notices*) of the relevant Terms and Conditions of the Notes, while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) or a Global Registered Note and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are), or the Global Registered Note is, registered in the name of DTC's nominee or deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, notices to Noteholders may be given by delivery of the relevant notice to DTC and/or Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 15 (*Notices*) of the relevant Terms and Conditions of the Notes on the date of delivery to DTC and/or Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

TERMS AND CONDITIONS OF THE SENIOR PREFERRED NOTES, THE SENIOR NON-PREFERRED NOTES, THE DATED SUBORDINATED NOTES AND THE ADDITIONAL TIER 1 WRITE-DOWN NOTES

This general description of the Programme contains the Terms and Conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes which (subject to completion of the Pricing Supplement for each Series of such Notes) will be incorporated by reference into each such Note. The relevant Pricing Supplement in relation to any Series of Senior Preferred Notes, Senior Non-Preferred Notes, Dated Subordinated Notes or Additional Tier 1 Write-Down Notes, as the case may be, will specify specific terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace and modify the following Terms and Conditions for the purposes of such Notes. The relevant Pricing Supplement will be endorsed upon, or attached to, each such Note. The paragraphs appearing in italics below are included for disclosure purposes only and do not form part of the terms and conditions of the Notes.

Nordea Bank Abp, a public limited liability company incorporated in Finland ("**Nordea**" or the "**Issuer**"), has established a Global Medium-Term Note Programme (the "**Programme**") for the issuance of up to U.S.$25,000,000,000 (or its equivalent in another currency calculated as described herein) in aggregate principal amount of debt instruments, including Senior Preferred Notes, Senior Non-Preferred Notes, Dated Subordinated Notes and Additional Tier 1 Write-Down Notes (each as defined herein) (for the purposes of these Conditions, the Senior Preferred Notes, the Senior Non-Preferred Notes, the Dated Subordinated Notes and the Additional Tier 1 Write-Down Notes are together referred to as the "**Notes**"). The Programme size may be increased from time to time without the consent of the holders of Notes.

The Notes are issued in accordance with and subject to a fiscal and paying agency agreement dated 27 November 2018 (as amended and/or restated and/or replaced from time to time up to the first Issue Date (as defined below) of the relevant Series of Notes, the "**Agency Agreement**") between the Issuer, Citibank, N.A., London Branch in its capacity as fiscal agent (the "**Fiscal Agent**"), as paying agent (the "**Paying Agent**") and as registrar (the "**Registrar**") (each such expression including any successor to Citibank, N.A., London Branch in its capacity as such), Citibank, N.A., acting through its New York branch in its capacity as U.S. paying agent (the "**U.S. Paying Agent**", which expression includes any successor to Citibank, N.A., acting through its New York branch in its capacity as such) and the paying agent(s) named therein (the "**Paying Agent(s)**", and which expression shall include the Fiscal Agent, Paying Agent and U.S. Paying Agent and any substitute or additional paying agents appointed in accordance with the Agency Agreement). The Notes have the benefit of a deed of covenant (the "**Deed of Covenant**") dated 27 November 2018 (as amended and/or restated and/or replaced from time to time up to the first Issue Date of the relevant Series of Notes), executed by the Issuer in relation to the Notes. Copies of the Agency Agreement and the Deed of Covenant are available for inspection at the corporate trust office of the Fiscal Agent. All persons from time to time holding any Notes shall be deemed to have notice of all of the provisions of the Agency Agreement and the Deed of Covenant insofar as they relate to the Notes.

The Notes are issued in separate series (each, a "**Series**") and the Notes of each Series will all be subject to identical terms whether as to currency, denomination, interest or maturity or otherwise (except the issue price, Issue Date and interest commencement date, which may or may not be identical in connection with further issuances).

Each Series will be the subject of a pricing supplement document (the "**Pricing Supplement**") endorsed upon or attached to each Note a copy of which, in the case of a Series in relation to which application has been made for admission to the Official List of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") and admission to trading on the Global Exchange Market, will be filed with Euronext Dublin and will be available for inspection at the corporate trust office of the Fiscal Agent on or before the date of issue of the Notes of such Series. In the case of a Series in relation to which application has not been made for admission to listing, trading and/or quotation on any stock exchange, listing authority and/or quotation system, copies of the Pricing Supplement will only be available for inspection by a holder of such Notes producing evidence to the Issuer and the Fiscal Agent as to its holding of Notes and identity.

References in these Conditions to Notes are to the Notes of the relevant Series and any references to Coupons and Receipts, both as defined below, are to Coupons and Receipts relating to Notes of the relevant Series.

1. Interpretation

(a) In these Conditions the following expressions have the following meanings:

"**Accounting Currency**" means euro or such other primary currency used in the presentation of the Relevant Entity's accounts from time to time.

"**Additional Tier 1 Capital**" means additional tier 1 capital for the purposes of the Applicable Banking Regulations.

"**Additional Tier 1 Write-Down Notes**" has the meaning given in Condition 4(3)(c).

"**Adjustment Spread**" means either a spread (which may be positive or negative) or a formula or methodology for calculating a spread, which the Issuer, following consultation with the Independent Adviser and acting in good faith, determines should be applied to the relevant Successor Rate or the relevant Alternative Benchmark Rate (as applicable), as a result of the replacement of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate with the relevant Successor Rate or the relevant Alternative Benchmark Rate (as applicable), and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is recommended or formally provided as an option for parties to adopt in relation to the replacement of the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) with the Successor Rate by any Relevant Nominating Body; or

(ii) in the case of a Successor Rate for which no such recommendation has been made, or option provided, or in the case of an Alternative Benchmark Rate, the spread, formula or methodology which the Issuer, following consultation with the Independent Adviser and acting in good faith, determines to be appropriate as a result of the replacement of the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) with the Successor Rate or Alternative Benchmark Rate (as applicable).

"**Alignment Event**" has the meaning given in Condition 18 (*Substitution and Variation*).

"**Applicable Banking Regulations**" means at any time the laws, regulations, delegated or implementing acts, regulatory or implementing technical standards, rules, requirements, guidelines and policies relating to capital adequacy and/or minimum requirement for own funds and eligible liabilities and/or loss absorbing capacity then in effect in the Relevant Jurisdiction including, without limitation to the generality of the foregoing, CRD, the SRM Regulation, BRRD, the Creditor Hierarchy Directive, national laws and regulations implementing the Capital Requirements Directive, the BRRD and the Creditor Hierarchy Directive and those regulations, requirements, guidelines and policies relating to capital adequacy and/or minimum requirement for own funds and eligible liabilities and/or loss absorbing capacity and/or the implementation of the Creditor Hierarchy Directive adopted by the Competent Authority, the Resolution Authority or any other national or European authority from time to time, and then in effect (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Nordea Group).

"**Benchmark Event**" has the meaning given in Condition 5(9).

"**Benchmark Security**" means a government security or securities issued by the government of the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be deemed to be Germany) agreed between the Issuer and the Determination Agent as having the nearest actual or interpolated maturity comparable with the relevant Reset Period and that (in the opinion of the Issuer, after consultation with the Determination Agent) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issuances of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the relevant Reset Period.

"**BRRD**" means Directive 2014/59/EU of 15 May 2014 establishing the framework for the recovery and resolution of credit institutions and investment firms, as amended by Directive (EU) 2019/879 of 20 May 2019 as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms, the Creditor Hierarchy Directive and Directive 98/26/EC, and as may be further amended or replaced from time to time.

"**Business Day**" means (unless varied or restated in the relevant Pricing Supplement) a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in London and:

(a) in relation to Notes denominated in euro, which is a TARGET Settlement Day;

(b) in relation to Notes denominated in any other currency, which is a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the Relevant Financial Centre; and

(c) in relation to payments due upon presentation and/or surrender of any Notes or Coupons, in the relevant place of presentation and/or surrender.

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Pricing Supplement and, if so specified in the relevant Pricing Supplement, may have different meanings

in relation to different dates and, in this context, the following expressions shall have the following meanings:

(a) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(b) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

(c) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(d) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred provided, however, that:

(i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(e) "**No Adjustment**" or "**unadjusted**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention.

"**Calculation Agent**" means the Fiscal Agent or such other Agent specified as being responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) and/or principal or interest due in the relevant Pricing Supplement.

"**Calculation Amount**" has the meaning given in the relevant Pricing Supplement, provided that if the Outstanding Principal Amount of each Note is amended in accordance with the Conditions or as otherwise required by then current legislation and/or regulations applicable to the Issuer, the Fiscal Agent shall (i) adjust the Calculation Amount on a pro-rata basis to account for such amendment, as the case may be, and (ii) notify the Holders in accordance with Condition 15 of the details of such adjustment.

"**Capital Event**" means the determination by the Issuer, after consultation with the Competent Authority, that the Outstanding Principal Amount of the relevant Series of Dated Subordinated Notes or Additional Tier 1 Write-Down Notes, as the case may be, ceases or would be likely to cease to be included in whole or in any part, or count in whole or in any part, towards the Relevant Capital of either the Issuer or the Nordea Group (other than by reason of a full or partial exclusion of the Outstanding Principal Amount of the relevant Series of Dated Subordinated Notes or Additional Tier 1 Write-Down Notes arising (i) (in the case of any Additional Tier 1 Write-Down Notes) as a result of a Write Down and/or (ii) (in any case) by reason of any applicable limit on the amount of such capital under the Applicable Banking Regulations from time to time).

"**Capital Requirements 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 amended by Directive (EU) 2019/878 of 20 May 2019 as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures, and as may be further amended or replaced from time to time.

"**CET1 Capital**" means in respect of either the Issuer or the Nordea Group (as the case may be), at any time, the sum, expressed in the Accounting Currency, of all amounts that constitute common equity tier 1 capital of either the Issuer or the Nordea Group (as the case may be) as at such date, less any deductions from common equity tier 1 capital required to be made as at such date, in each case as calculated by the Issuer in accordance with the Applicable Banking Regulations applicable to either the Issuer on a solo basis or the Nordea Group on a consolidated basis (as the case may be), at such time (which calculation shall be binding on the Holders). For the purposes of this definition, the term "common equity tier 1 capital" shall have the meaning assigned to such term in the Applicable Banking Regulations then applicable to either the Issuer or the Nordea Group (as the case may be).

"**CET1 Ratio**" means, at any time, the ratio of CET1 Capital of the Relevant Entity, as at such date to the Risk Exposure Amount of the Relevant Entity, as at the same date, expressed as a percentage and, for the avoidance of doubt, on the basis that all measures used in such calculation shall be calculated applying any transitional provisions set out in CRR which are applicable for this purpose and applied in accordance with the Applicable Banking Regulations then applicable to the Relevant Entity.

"**CMT Rate**" means, in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period, the rate determined by the Calculation Agent, and expressed as a percentage, equal to:

(i) the yield for United States Treasury Securities at "constant maturity" for a designated maturity which is equal or comparable to the duration of the relevant Reset Period, as published in the H.15 (as referred to below) under the caption "treasury constant maturities (nominal)" (or any successor publication that is published by the Board of Governors (as defined below) that establishes yields for United States Treasury Securities at "constant maturity"), as that yield is displayed on such Reset Determination Date, on the Relevant Screen Page; or

(ii) if the yield referred to in paragraph (i) above is not published by the Relevant Time on the Relevant Screen Page on such Reset Determination Date, the yield for the United States Treasury Securities at "constant maturity" for a designated maturity which is equal or comparable to the duration of the relevant Reset Period, as published in H.15 under the caption "treasury constant maturities (nominal)" (or any successor publication that is published by the Board of Governors (as defined below) that establishes yields for United States Treasury Securities at "constant maturity"), on such Reset Determination Date; or

(iii) if the yield referred to in paragraph (ii) above is not published by the Fallback Relevant Time on such Reset Determination Date, the Reference Bond Rate on such Reset Determination Date;

in each case, all as determined by the Calculation Agent.

"**Competent Authority**" means any authority having primary responsibility for the prudential supervision of the Issuer and/or the Nordea Group at the relevant time.

"**Conditions to Redemption**" means, in relation to any Notes, the conditions to redemption or repurchase set out in Condition 6(k) or as otherwise specified in the relevant Pricing Supplement and which are applicable to such Notes.

"**CRD**" means the legislative package consisting of the Capital Requirements Directive, the CRR and any CRD Implementing Measures.

"**CRD Implementing Measures**" means any regulatory capital rules or regulations, or other requirements, which are applicable to the Issuer or the Nordea Group and which prescribe (alone or in conjunction with any other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of the Issuer or the Nordea Group (on a solo or consolidated basis, as the case may be) to the extent required by the Capital Requirements Directive or the CRR, including for the avoidance of doubt any regulatory technical standards released by the European Banking Authority (or any successor or replacement thereof).

"**Creditor Hierarchy Directive**" means Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy, or any equivalent legislation;

"**CRR**" means Regulation (EU) No. 575/2013 on prudential requirements for credit institutions of the European Parliament and of the Council of 26 June 2013, as amended by Regulation (EU) 2019/876 of 20 May 2019 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to

collective investment undertakings, large exposures, reporting and disclosure requirements, and as may be further amended or replaced from time to time.

"**Dated Subordinated Notes**" have the meaning given in Condition 4(3)(b).

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Conditions or the relevant Pricing Supplement and:

(i) if "**Actual/Actual (ICMA)**" is so specified, means:

(a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(b) where the Calculation Period is longer than one Regular Period, the sum of:

(A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(ii) if "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(iv) if "**Actual/365 (Sterling)**" is so specified, means the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(v) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(vi) if "**30/360**", "**360/360**" or "**Bond Basis**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows

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

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(vii) if "**$30_E/360$**" or "**Eurobond Basis**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows

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

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30; and

(viii) if "**$30_E/360$ (ISDA)**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the date fixed for redemption or (ii) such number would be 31, in which case D2 will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period.

"**Determination Agent**" means the agent specified as such in the relevant Pricing Supplement.

"**Distributable Items**", at any time, shall have the meaning assigned to such term in CRR as interpreted and applied in accordance with the Applicable Banking Regulations then applicable to the Issuer, unless otherwise specified in the relevant Pricing Supplement.

"**Equal Trigger Temporary Write-Down Instrument**" means, at any time, any instrument issued directly or indirectly by the Issuer and/or the Nordea Group which qualifies as Additional Tier 1 Capital of the Issuer and/or the Nordea Group, and which contains provisions relating to a write-down of the principal amount of such instrument on the occurrence, or as a result, of the relevant Trigger Event.

"**Fallback Relevant Time**" means the time specified in the relevant Pricing Supplement.

"**First Interest Payment Date**" means the date specified in the relevant Pricing Supplement.

"**First Reset Margin**" means the margin specified as such in the relevant Pricing Supplement.

"**First Reset Date**" means the date specified in the relevant Pricing Supplement.

"**First Reset Period**" means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Pricing Supplement, the Maturity Date or date of any final redemption.

"**First Reset Period Fallback Yield**" means the yield specified in the relevant Pricing Supplement.

"**First Reset Rate of Interest**" means, in respect of the First Reset Period and subject to Condition 5(5) (*Interest—Reset Note Provisions*) and Condition 5(6)(c) (*Interest—Supplemental Provision—Reset Reference Rate Conversion*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the First Reset Margin.

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser of recognised standing with relevant experience in the international capital markets, in each case appointed by the Issuer at its own expense.

"**Initial Rate of Interest**" has the meaning specified in the relevant Pricing Supplement.

"**Instalment Amount**" means, in relation to an Instalment Note, the amount of each instalment as may be specified in, or determined in accordance with the provisions of, the Pricing Supplement. To the extent that an Instalment Amount requires determination, such amount may be determined by a Calculation Agent.

"**Interest Amount**" means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period.

"**Interest Commencement Date**" means the Issue Date of the Notes (as specified in the Pricing Supplement) or such other date as may be specified as such in the Pricing Supplement.

"**Interest Payment Date**" means the First Interest Payment Date and any date or dates specified as such in the relevant Pricing Supplement (each such date a "**Specified Interest Payment Date**") and, if a Business Day Convention is specified in the relevant Pricing Supplement:

(a) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the First Interest Payment Date) or the previous Interest Payment Date (in any other case).

"**Issue Date**" has the meaning specified in the relevant Pricing Supplement.

"**Junior Securities**" means the share capital, other CET1 Capital and any obligation of the Issuer ranking or, expressed to rank, junior to the Additional Tier 1 Write-Down Notes.

"**Loss Absorbing Instrument**" means at any time any instrument (other than the Notes) issued directly or indirectly by the Issuer which at such time (a) qualifies as Additional Tier 1 Capital of the Relevant Entity and (b) which is subject to utilisation and conversion or utilisation and write down (as applicable) of the Outstanding Principal Amount thereof (in accordance with its terms or otherwise) on the occurrence, or as a result, of the Relevant CET1 Ratio falling below a specified level.

"**Maturity Date**" has the meaning given in the relevant Pricing Supplement.

"**Maximum Distributable Amount**" means any maximum distributable amount relating either to the Issuer and/or the Nordea Group (as the case may be) required to be calculated in accordance with Article 141 of the Capital Requirements Directive, Article 16a of BRRD or any analogous restrictions under Applicable Banking Regulations as transposed or implemented into the law of the Relevant Jurisdiction and in accordance with the Applicable Banking Regulations.

"**Maximum Redemption Amount**" has the meaning given in the relevant Pricing Supplement.

"**Maximum Reinstatement Amount**" means, in respect of any Reinstatement, the Relevant Profits multiplied by the sum of the aggregate Original Principal Amount of the Notes and the aggregate initial principal amount of all Written Down Additional Tier 1 Instruments of the Relevant Entity whose Net Profits are the Relevant Profits for the purposes of this calculation, and divided by the total Tier 1 Capital of such Relevant Entity as at the date of the relevant Reinstatement, or any higher amount permissible pursuant to Applicable Banking Regulations in force on the date of the relevant Reinstatement, or as may otherwise be specified in the relevant Pricing Supplement.

"**Mid-Swap Maturity**" has the meaning given in the relevant Pricing Supplement.

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

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

"**Mid-Swap Floating Leg Benchmark Rate**" means EURIBOR if the Specified Currency is euro or such other Reference Rate as may be specified in the relevant Pricing Supplement.

"**Mid-Swap Rate**" means, in relation to a Reset Determination Date and subject to Condition 5(5)(c), either:

(i) if Single Mid-Swap Rate is specified in the relevant Pricing Supplement, the rate for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date, which appears on the Relevant Screen Page; or

(ii) if Mean Mid-Swap Rate is specified in the relevant Pricing Supplement, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent (0.0005 per cent being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

in either case, as at approximately 11.00 a.m. in the Relevant Financial Centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent.

"**Minimum Redemption Amount**" has the meaning given in the relevant Pricing Supplement.

"**MREL Disqualification Event**" means the whole or any part of the outstanding aggregate principal amount of the relevant series of Notes at any time ceases or (in the opinion of the Issuer) will cease to count towards the Issuer's and/or the Nordea Group's eligible liabilities and/or loss absorbing capacity (in each case for the purposes of, and in accordance with, the relevant Applicable Banking Regulations); provided that an MREL Disqualification Event (a) shall not occur if such whole or part of the outstanding principal amount of the relevant series of Notes ceases or (in the opinion of the Issuer) will cease to count towards such eligible liabilities and/or loss absorbing capacity due to the remaining maturity of such Notes being less than the minimum period prescribed by the relevant Applicable Banking Regulations and (b) shall only occur in respect of a Dated Subordinated Note if the whole or any part of the outstanding principal amount of the relevant series of Dated Subordinated Notes has ceased to qualify as Tier 2 Capital.

"**MREL Disqualification Event Effective Date**" means the Issue Date or such other date as may be specified in the relevant Pricing Supplement.

"**Net Profit**" means, (i) in respect of the Issuer, the solo net profit of the Issuer and/or (ii) in respect of the Nordea Group, the consolidated net profit (excluding minority interests) of the Nordea Group (as the case may be), and, in each case, shall be the most recent profits calculated on a statutory basis after the relevant institution or its board of directors has taken a formal decision confirming such final profits of the Issuer or Nordea Group, as applicable.

"**New Terms**" has the meaning given in Condition 18 (*Substitution and Variation*).

"**Nordea Group**" means the Issuer and its subsidiaries.

"**Notes Currency**" has the meaning given in the relevant Pricing Supplement.

"**Original Principal Amount**" means, in respect of a Note, the principal amount of the Note as issued on the Issue Date.

"**Original Reset Reference Rate Basis**" has the meaning given in the relevant Pricing Supplement and shall be annual, semi-annual, quarterly or monthly.

"**Outstanding Principal Amount**" means, (i) in respect of an Instalment Note, its principal amount less any principal amount on which interest shall have ceased to accrue in accordance with Condition 5(6)(d) or otherwise as indicated in the Pricing Supplement; (ii) in respect of an Additional Tier 1 Write-Down Note, the Original Principal Amount as reduced from time to time by any Write Down Amount and, if Condition 7(b) is specified in the relevant Pricing Supplement as being applicable, as increased from time to time by any Reinstatement Amount and (iii) in respect of a Note other than those specified in (i) or (ii) above, the principal amount of the Note on the Issue Date as reduced by any partial redemption or repurchase from time to time.

"**Parity Securities**" means any (i) subordinated and undated debt instruments or securities of the Issuer which are recognised as "Additional Tier 1 Capital" of the Issuer, from time to time by the Competent Authority and (ii) any securities or other obligations of the Issuer which rank, or are expressed to rank, on a liquidation or bankruptcy of the Issuer, *pari passu* with the Additional Tier 1 Write-Down Notes.

a "**person**" includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity) or other legal entity.

"**Qualifying Securities**" has the meaning given in Condition 18.

"**Rate of Interest**" means (i) in the case of Notes other than Reset Notes, the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Pricing Supplement or calculated or determined in accordance with the provisions of these Conditions; and (ii) in the case of Reset Notes, the Initial Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as applicable.

"**Rating Agency**" means any rating agency specified as rating the Notes in the relevant Pricing Supplement or any other rating agency of equivalent standing which has assigned a rating to the Notes at the request or invitation of the Issuer.

"**Reference Banks**" has the meaning given in the relevant Pricing Supplement or, if none, four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute.

"**Reference Bond Rate**" means, with respect to any Reset Period, the rate per annum determined by the Calculation Agent on the basis of the Reference Government Bond Dealer Quotations provided by the Reference Government Bond Dealers to the Issuer. If at least four Reference Government Bond Dealer Quotations are provided, the Reference Bond Rate will be determined by reference to the arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three Reference Government Bond Dealer Quotations are provided, the Reference Bond Rate will be determined by reference to the arithmetic mean of the quotations provided. If only one Reference Government Bond Dealer Quotation is provided or if no Reference Government Bond Dealer Quotations are provided, the Rate of Interest shall not be determined by reference to the Reference Bond Rate and the Rate of Interest shall instead be, in the case of the First Reset Rate of Interest, the Initial Rate of

Interest and, in the case of any Subsequent Reset Rate of Interest, the Rate of Interest as at the last preceding Reset Date (though substituting, where a different Relevant Margin is to be applied to the relevant Reset Period from that which applied to the last preceding Reset Period, the Relevant Margin relating to the relevant Reset Period, in place of the Relevant Margin relating to that last preceding Reset Period).

"**Reference Government Bond Dealer**" means each of five banks selected by the Issuer or their affiliates, which are (i) primary government securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues.

"**Reference Government Bond Dealer Quotation**" means, with respect to any Reference Government Bond Dealer and any Reset Determination Date, the arithmetic average, as determined by the Calculation Agent, of the bid and offered yields to maturity or interpolated yield to maturity (on the relevant day count basis) for the Reset Reference Bond (expressed in each case as a percentage) as at the Reset Determination Time and provided in writing to the Issuer by such Reference Government Bond Dealer;

"**Reference Date**" means the accounting date as at which the applicable Relevant Profits were determined.

"**Reference Rate**" has the meaning given in the relevant Pricing Supplement.

"**Regular Period**" means:

(i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the First Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

"**Reinstatement**" has the meaning set out in Condition 7(b)(i).

"**Reinstatement Amount**" means the amount, subject to the Maximum Reinstatement Amount, by which the Outstanding Principal Amount of each Note in effect prior to the relevant Reinstatement, is to be reinstated and written up on the Reinstatement Effective Date on the balance sheet of the Issuer on such date, as specified in the Reinstatement Notice.

"**Reinstatement Effective Date**" means the date on which the Outstanding Principal Amount of each Note is reinstated and written up on the balance sheet of the Issuer (in whole or in part), as specified in the relevant Reinstatement Notice.

"**Reinstatement Procedure**" means the procedures set out in Condition 7(b)(ii).

"**Reinstatement Notice**" means the notice to be delivered by the Issuer to the Holders in accordance with Condition 15 specifying the Reinstatement Amount and the Reinstatement Effective Date.

"**Relevant Capital**" means:

(i) in respect of any Dated Subordinated Notes, Tier 2 Capital; and

(ii) in the respect of any Additional Tier 1 Write-Down Notes, Tier 1 Capital.

"**Relevant CET1 Ratio**" means (a) if a Combined Trigger Event is specified as being applicable in the relevant Pricing Supplement, the CET1 Ratio of the Issuer or the Nordea Group and (b) if Group Trigger Event is specified as being applicable in the relevant Pricing Supplement, the CET1 Ratio of the Nordea Group.

"**Relevant Entity**" means (a) if a Combined Trigger Event is specified as being applicable in the relevant Pricing Supplement, the Issuer or the Nordea Group and (b) if Group Trigger Event is specified as being applicable in the relevant Pricing Supplement, the Nordea Group.

"**Relevant Financial Centre**" means:

(a) in relation to Notes denominated in Japanese Yen, Tokyo;

(b) in relation to Notes denominated in Pounds Sterling, London;

(c) in relation to Notes denominated in U.S. dollars, New York City; and

(d) in relation to Notes denominated in any other currency, such financial centre or centres as may be specified in relation to the relevant currency and for the purposes of the definition of "Business Day" in the 2006 ISDA Definitions (as amended and updated from time to time), as published by the International Swaps and Derivatives Association, Inc.,

and, in all cases, as the same may be modified in the relevant Pricing Supplement.

"**Relevant Jurisdiction**" means the jurisdiction in which the Issuer is incorporated at the relevant time.

"**Relevant Margin**" means:

(i) in the case of Notes in relation to which Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable, the margin(s) specified in the relevant Pricing Supplement; and

(ii) in the case of Notes in relation to which Reset Note Provisions are specified in the relevant Pricing Supplement as being applicable, the First Reset Margin and/or the Subsequent Reset Margin(s), as the case may be, as specified in the relevant Pricing Supplement.

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable): (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

"**Relevant Profits**" means (a) if a Write Down has occurred following a Combined Trigger Event, the Relevant Profits shall be the lower of the relevant Net Profit of the Issuer and the Nordea Group; and (b) if a Write Down has occurred following a Group Trigger Event, the Net Profits of the Nordea Group.

"**Relevant Screen Page**" means the page, section or other part of a particular information service (or any successor or replacement page, section or other part of a particular information service, including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of (i) displaying rates or prices comparable to the Reference Rate or (ii) displaying yields for the relevant CMT Rate.

"**Relevant Time**" has the meaning given in the relevant Pricing Supplement.

"**Reset Date**" means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable), in each case as adjusted (if so specified in the relevant Pricing Supplement) in accordance with Condition 5(1) as if the relevant Reset Date was an Interest Payment Date.

"**Reset Determination Date**" means, in respect of the First Reset Period, the second Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Business Day prior to the Second Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Business Day prior to the first day of each such Subsequent Reset Period, or in each case as specified in the relevant Pricing Supplement.

"**Reset Determination Time**" means in relation to a Reset Determination Date, 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date or such other time as may be specified in the relevant Pricing Supplement.

"**Reset Note**" means a Note on which interest is calculated at reset rates payable in arrear on a fixed date or dates in each year and/or at intervals of one, two, three, six or 12 months or at such other date or intervals as may be agreed between the Issuer and the relevant dealer(s) (as indicated in the relevant Pricing Supplement).

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

"**Reset Reference Bond**" means for any Reset Period (i) if "CMT Rate" is specified as applicable in the relevant Pricing Supplement, the Reset United States Treasury Security, (ii) if "Benchmark Security" is specified in the relevant Pricing Supplement, the Benchmark Security or (iii) the security specified as such in the relevant Pricing Supplement, provided that if such specified security is no longer outstanding then the Reset Reference Bond shall be the Benchmark Security.

"**Reset Reference Rate**" means one of: (i) the Mid-Swap Rate, or (ii) the Reference Bond Rate, or (iii) the CMT Rate, as specified in the relevant Pricing Supplement.

"**Reset United States Treasury Security**" means, in relation to a Reset Determination Date, the United States Treasury Security determined by the Issuer and the Determination Agent:

(i) with a designated maturity which is equal or comparable to the duration of the relevant Reset Period and a remaining term to maturity of no less than one year less than a maturity (the "**Relevant Remaining Term to Maturity**") which is equal or comparable to the duration of the relevant Reset Period; and

(ii) which is in a principal amount equal to an amount that is representative for a single transaction in such United States Treasury Securities in the New York City market.

If two or more United States Treasury Securities have remaining terms to maturity of no less than the Relevant Remaining Term to Maturity, the United States Treasury Security with the longer remaining term to maturity will be used for the purposes of the relevant determination and if two or more United States Treasury Securities have remaining terms to maturity equally close to the duration of the Relevant Remaining Term to Maturity, the United States Treasury Security with the largest nominal amount outstanding will be used for the purposes of the relevant determination.

"**Resolution Authority**" means any resolution authority with the ability to exercise any Bail-in and Loss Absorption Powers in relation to the Issuer and/or the Nordea Group or with primary responsibility for the oversight and supervision of the Issuer's and/or the Nordea Group's eligible liabilities and/or loss absorbing capacity from time to time.

"**Restricted Senior Preferred Notes**" means Senior Preferred Notes specified in the relevant Pricing Supplement as having Restricted Enforcement Events.

"**Risk Exposure Amount**" means, at any time, the aggregate amount, expressed in the Accounting Currency, of the risk exposure amount of either the Issuer or the Nordea Group (as the case may be), as at such date, as calculated by the Issuer, on a solo basis in respect of the Issuer or on a consolidated basis in respect of the Nordea Group applying any transitional provisions set out in CRR in accordance with the Applicable Banking Regulations applicable to either the Issuer and/or the Nordea Group (as the case may be), on such date (which calculation shall be binding on the Holders). For the purposes of this definition, the term "risk exposure amount" means the risk weighted assets or total risk exposure amount, as calculated by the Issuer, in accordance with the Applicable Banking Regulations applicable to either the Issuer and/or the Nordea Group (as the case may be).

"**Second Reset Date**" means the date specified in the relevant Pricing Supplement.

"**Senior Creditors**" means creditors of the Issuer (i) who are depositors and/or other unsubordinated creditors of the Issuer; or (ii) who are holders of Senior Non-Preferred Notes; (iii) who are subordinated creditors of the Issuer (whether in the event of liquidation or bankruptcy of the Issuer or otherwise) other than those whose claims by law rank, or by their terms are expressed to rank, *pari passu* with or junior to the claims of the Holders of the Dated Subordinated Notes.

"**Senior Non-Preferred Notes**" has the meaning given in Condition 4(2).

"**Senior Preferred Notes**" has the meaning given in Condition 4(1).

"**Specified Currency**" has the meaning given in the relevant Pricing Supplement.

"**Specified Period**" has the meaning given in the relevant Pricing Supplement.

"**SRM Regulation**" means Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund, as the same may be amended or replaced from time to time.

"**Subordinated Indebtedness**" means any obligation of the Issuer whether or not having a fixed maturity, which by its terms is, or is expressed to be, subordinated in the event of liquidation or bankruptcy of the Issuer to the claims of depositors and all other unsubordinated creditors of the Issuer.

"**Subordinated Notes**" have the meaning given in Condition 4(3).

"**Subsequent Reset Margin**" means the margin specified as such in the relevant Pricing Supplement. "Subsequent Reset Date" means the date or dates specified in the relevant Pricing Supplement.

"**Subsequent Reset Period**" means the period from (and including) the Second Reset Date to (but excluding) the next Subsequent Reset Date, and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date.

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 5(5) (*Interest—Reset Note Provisions*) and Condition 5(6)(c) (*Interest—Supplemental Provision—Reset Reference Rate Conversion*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the relevant Subsequent Reset Margin.

"**Successor Rate**" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser (with the Issuer's agreement) determines is a successor to or replacement of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) which is formally recommended by any Relevant Nominating Body.

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system.

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in euro.

"**Tax Event**" means the receipt by the Issuer of an opinion of counsel in the relevant Taxing Jurisdiction (experienced in such matters) to the effect that, as a result of:

(i) any amendment to, or change in, the laws or treaties (or any regulations thereunder) of the Taxing Jurisdiction affecting taxation;

(ii) any governmental action in the Taxing Jurisdiction; or

(iii) any amendment to, or change in, the official position or the interpretation of such law, treaty (or regulations thereunder) or governmental action or any interpretation, decision or pronouncement that provides for a position with respect to such law, treaty (or regulations thereunder) or governmental action that differs from the theretofore generally accepted position, in each case, by any legislative body, court, governmental authority or regulatory body in the Taxing Jurisdiction, irrespective of the manner in which such amendment, change, action, pronouncement, interpretation or decision is made known,

which amendment or change is effective or such governmental action, interpretation, pronouncement or decision is announced, on or after the Issue Date of the relevant Series of Senior Non-Preferred Notes or Subordinated Notes or Restricted Senior Preferred Notes, as the case may be:

(A) the Issuer is, or will be, subject to additional taxes, duties or other governmental charges with respect to such Notes or is not, or will not be, entitled to claim a deduction in respect of payments in respect of such Notes in computing its taxation liabilities (or the value of such deduction would be materially reduced); or

(B) the treatment of any of the Issuer's items of income or expense with respect to such Notes as reflected on the tax returns (including estimated returns) filed (or to be filed) by the Issuer will

not be respected by a taxing authority, which subjects the Issuer to additional taxes, duties or other governmental charges.

"**Taxing Jurisdiction**" means the Relevant Jurisdiction or any political subdivision thereof or any authority or agency therein or thereof having power to tax or any other jurisdiction or any political subdivision thereof or any authority or agency therein or thereof, having power to tax in which the Issuer is treated as having a permanent establishment, under the income tax laws of such jurisdiction.

"**Tier 1 Capital**" means tier 1 capital for the purposes of the Applicable Banking Regulations.

"**Tier 2 Capital**" means tier 2 capital for the purposes of the Applicable Banking Regulations.

a "**Trigger Event**" shall occur if at any time the Issuer, the Competent Authority or any agent appointed for such purpose by the Competent Authority has determined that the CET1 Ratio of (i) either the Issuer on a solo basis or the Nordea Group on a consolidated basis (a "**Combined Trigger Event**") or (ii) the Nordea Group on a consolidated basis only (a "**Group Trigger Event**"), as specified in the relevant Pricing Supplement, is less than the Trigger Level.

"**Trigger Level**" has the meaning given in the relevant Pricing Supplement.

"**Unrestricted Senior Preferred Notes**" means Senior Preferred Notes specified in the relevant Pricing Supplement as bearing Unrestricted Enforcement Events.

"**Withholding Tax Event**" has the meaning given in Condition 6(b) (*Early Redemption for Taxation Reasons – Withholding Tax*).

"**Write Down**" means the write down of the Outstanding Principal Amount of each Note (in whole or in part, as applicable) by writing down such Outstanding Principal Amount (in whole or in part, as applicable) in accordance with the Write Down Procedure.

"**Write Down Amount**" means the amount by which the Outstanding Principal Amount of each Note is to be written down on the Write Down Effective Date, which shall be:

(i) the amount (together with the write down on a pro rata basis of the other Notes of the same Series and any utilisation and conversion or utilisation and write down (to the extent possible) of other Loss Absorbing Instruments to be written down or converted concurrently (or substantially concurrently)) that would be sufficient to restore the CET1 Ratio of both the Issuer and the Nordea Group in relation to a Combined Trigger Event or the CET1 Ratio of the Nordea Group only in relation to a Group Trigger Event (as the case may be) to at least the Trigger Level; or

(ii) if that write down (together with the write down on a pro rata basis of the other Notes of the same Series and any utilisation and conversion or utilisation and write down (to the extent possible) of any other Loss Absorbing Instruments to be written down or converted concurrently (or substantially concurrently)) would be insufficient to restore the CET1 Ratio to the Trigger Level, or the CET1 Ratio is not capable of being so restored, the amount necessary to reduce the Outstanding Principal Amount of such Note to zero, unless the relevant Pricing Supplement specifies "Reinstatement" as applicable to the Notes, in which case, the amount necessary to reduce the Outstanding Principal Amount of such Note to the smallest unit of the Specified Currency of such Note,

provided, however, with respect to each Loss Absorbing Instrument (if any) such pro-rata write down or conversion shall only be taken into account to the extent required to restore the CET1 Ratio of both the Issuer and the Nordea Group (in relation to a Combined Trigger Event) or the CET1 Ratio of the Nordea Group only (in relation to a Group Trigger Event) (as the case may be) to the lower of (a) such Loss Absorbing Instrument's trigger level, or where there is more than one such trigger level, the highest of such trigger levels as has been triggered thereon and (b) the Trigger Level in respect of which the Combined Trigger Event or Group Trigger Event (as the case may be) has occurred and provided further, however, that to the extent the write down, or, as the case may be, conversion of the principal amount of any Loss Absorbing Instrument is not, or by the relevant Write Down Effective Date will not be, effective for any reason, the ineffectiveness of any such write down or, as the case may be, conversion shall not prejudice the requirement to effect a write down of each Note under this Condition and the amount of any future potential write down or conversion (as the case may be) of such Loss Absorbing Instrument shall not be taken into account in determining, and so shall not reduce, the amount of the write down of the Outstanding Principal Amount of each Note.

"**Write Down Effective Date**" means the date on which the Write Down shall take place, or has taken place, as applicable.

"**Write Down Notice**" means the notice to be delivered by the Issuer to the Holders in accordance with Condition 15 specifying (i) that a Trigger Event has occurred and (ii) the Write Down Effective Date or expected Write Down Effective Date.

"**Write Down Procedure**" means the procedures set out in Condition 7(a)(ii).

"**Written Down Additional Tier 1 Instrument**" means a Loss Absorbing Instrument (other than the relevant Series of Notes) issued directly or indirectly by the Issuer and qualifying as Additional Tier 1 Capital of the Relevant Entity that, immediately prior to any Reinstatement, has a prevailing principal amount which is less than its original principal amount due to a write down and that has terms permitting a principal write up to occur on a basis similar to that set out in Condition 7(b) in the circumstances existing on the relevant Reinstatement Effective Date.

(b) In these Conditions:

(i) if the Notes are Zero Coupon Notes (as specified in the relevant Pricing Supplement), references to Coupons and Couponholders are not applicable;

(ii) if Talons are specified in the relevant Pricing Supplement as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;

(iii) if Talons are not specified in the relevant Pricing Supplement as being attached to the Notes at the time of issue, references to Talons are not applicable;

(iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal (if any) which may be payable under Condition 9 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;

(v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 9 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;

(vi) if an expression is stated in Condition 1(a) (*Interpretation—Definitions*) to have the meaning given in the relevant Pricing Supplement, but the relevant Pricing Supplement gives no such meaning or specifies that such expression is "Not Applicable" then such expression is not applicable to the Notes;

(vii) any reference to the Agency Agreement or Deed of Covenant shall be construed as a reference to the Agency Agreement or Deed of Covenant, as the case may be, as amended and/or supplemented up to (and including) the Issue Date of the Notes;

(viii) references to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment; and

(ix) if a Trigger Event is specified in the relevant Pricing Supplement as being a Group Trigger Event, all amounts and ratios to be calculated under these Conditions should be calculated on the basis of the Nordea Group on a consolidated basis only, and should not require any amounts or ratios to be calculated by reference to the Issuer on a solo basis.

2. Form and Denomination

(a) ***Form***

Notes are issued in bearer form or registered form, as specified in the relevant Pricing Supplement and are serially numbered. The Notes will be in substantially the form (subject to amendment and completion) scheduled to the Agency Agreement.

(b) ***Form of Bearer Notes***

Notes issued in bearer form ("**Bearer Notes**") will be represented upon issue by a temporary global note (a "**Temporary Global Note**") or a permanent global Note (a "**Permanent Global Note**" and together

with a Temporary Global Note, the "**Global Bearer Notes**") in substantially the form (subject to amendment and completion) scheduled to the Agency Agreement. On or after the date which is forty days after the completion of the distribution of the Notes (the "**Exchange Date**") of the relevant Series and provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (substantially in the form set out in the Temporary Global Note) has been received, interests in the Temporary Global Note may be exchanged for:

(i) interests in a Permanent Global Note representing the Notes of that Series and in substantially the form (subject to amendment and completion) scheduled to the Agency Agreement; or

(ii) if so specified in the relevant Pricing Supplement, definitive bearer notes ("**Definitive Bearer Notes**") serially numbered and in substantially the form (subject to amendment and completion) scheduled to the Agency Agreement.

If any date on which a payment of interest is due on the Notes of a Series occurs whilst any of the Notes of that Series are represented by the Temporary Global Note, the related interest payment will be made on the Temporary Global Note only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in the form set out in the Temporary Global Note) has been received by Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, SA ("**Clearstream, Luxembourg**") or by any other clearing system to which Notes or any interest therein may from time to time be credited. Payments of principal or interest (if any) on a Permanent Global Note will be made through Euroclear and Clearstream, Luxembourg without any requirement for certification.

Interests in the Permanent Global Note will, unless the contrary is specified in the relevant Pricing Supplement, be exchangeable at the cost and expense of the Issuer, unless otherwise specified in the relevant Pricing Supplement, in whole (but not in part), at the option of the Holder of such Permanent Global Note for Definitive Bearer Notes if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system(s) is closed for business for a continuous period of 14 days (other than by reason of public holidays) or announces an intention to cease business permanently or does in fact do so or (b) an Enforcement Event under Condition 8 or any of the events specified in Condition 8(2)(b) (as applicable) occurs in respect of any Note of the relevant Series. Whenever the Permanent Global Note is to be exchanged for Definitive Bearer Notes, the Issuer shall procure the prompt delivery of such Definitive Bearer Notes duly authenticated and with Coupons and Talons attached (if so specified in the relevant Pricing Supplement), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the Holder of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the Holder requesting such exchange.

If default is made by the Issuer in the required delivery of Definitive Bearer Notes and such default is continuing at 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange, such Permanent Global Note will become void in accordance with its terms but without prejudice to the rights of the Account Holders (as defined in the Deed of Covenant) with Euroclear and Clearstream, Luxembourg in relation thereto under the Deed of Covenant.

Interest bearing Definitive Bearer Notes will, if so specified in the relevant Pricing Supplement, have attached thereto at the time of their initial delivery coupons ("**Coupons**"), presentation of which will be prerequisite to the payment of interest in certain circumstances specified below provided that interest bearing Definitive Bearer Notes, if so specified in the relevant Pricing Supplement, have attached thereto at the time of initial delivery Coupons and one Talon for further Coupons (a "**Talon**", together with the Coupons in such case and where the context so permits, the "**Coupons**") entitling the holder thereof to further Coupons and a further Talon.

Bearer Notes, the principal amount of which is repayable by instalments ("**Instalment Notes**") have attached thereto at the time of their initial delivery, payment receipts ("**Receipts**") in respect of the instalments of principal.

(c) ***Form of Registered Notes***

Notes issued in registered form ("**Registered Notes**") will be in substantially the form (subject to amendment and completion) scheduled to the Agency Agreement. Registered Notes will not be exchangeable for Bearer Notes.

The Registered Notes sold pursuant to Rule 144A under the United States Securities Act of 1933, as amended (the "**Securities Act**") initially will be evidenced by one or more Notes in registered, global form without interest coupons (collectively, the "**Rule 144A Global Registered Notes**"). The Registered Notes sold pursuant to Regulation S under the Securities Act initially will also be evidenced by one or

more Notes in registered, global form without interest coupons (collectively, the "**Regulation S Global Registered Notes**" and, together with the Rule 144A Global Registered Notes, the "Global Registered Notes" and together with the "**Global Bearer Notes**", the "**Global Notes**"). Upon issuance, the Global Registered Notes may be deposited with the Fiscal Agent or a Paying Agent as custodian for The Depository Trust Company ("**DTC**"), in New York, New York, and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below. Beneficial interests in the Rule 144A Global Registered Notes may not be exchanged for beneficial interests in the Regulation S Global Registered Notes at any time except in the limited circumstances described below under Condition 3(c) below.

Registered Notes evidenced by a Regulation S Global Registered Note may also be registered in the name of a common depositary (or its nominee) for Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, SA ("**Clearstream, Luxembourg**") and/or any other relevant clearing system and the relevant Regulation S Global Registered Note will be deposited on or about its Issue Date with the common depositary.

Except as set forth below, the Global Registered Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Registered Notes may not be exchanged for Notes in definitive form except in the limited circumstances described below.

Registered Notes sold to QIBs in reliance on Rule 144A (including beneficial interests in the Rule 144A Global Registered Notes) will be subject to certain restrictions on transfer and will bear a restrictive legend as described under Condition 3(d) below. In addition, transfers of beneficial interests in the Global Registered Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear or Clearstream, Luxembourg, which may change from time to time).

(d) ***Denomination***

Notes will be issued in such denominations as may be specified in the relevant Pricing Supplement, subject to (i) a minimum denomination of U.S.$200,000 (or, in the case of Notes not denominated in U.S. dollars, the equivalent thereof in such foreign currency, rounded down to the nearest 100,000 units of such foreign currency, but so that in no event will the minimum denomination be lower than €100,000 or its equivalent at the date of issue of the relevant Notes) and integral multiples of U.S.$1,000 (or, in the case of Notes not denominated in U.S. dollars, 1,000 units of such foreign currency) in excess thereof; and (ii) compliance with all applicable legal and/or regulatory and/or central bank requirements.

(e) ***Currency of the Notes***

Notes may be denominated in any currency subject to compliance with all applicable legal and/or regulatory and/or central bank requirements and the regulations of the applicable securities system in which they are issued.

For the purposes of these Terms and Conditions (the "**Conditions**"), references to the Notes shall, as the context may require, be deemed to be Bearer Notes, Temporary Global Notes, Permanent Global Notes, Global Notes, Definitive Bearer Notes, Registered Notes, Rule 144A Global Registered Notes, Regulation S Global Registered Notes, Global Registered Notes or Definitive Registered Notes (as defined herein).

(f) ***Subordinated Notes***

Subordinated Notes may not be issued as Instalment Notes or as Partly Paid Notes.

3. Title, Transfer and Delivery

(a) ***Title to Bearer Notes***

Title to the Bearer Notes, Receipts and Coupons passes by delivery. References herein to the "**Noteholders**" or "**Holders**" of Bearer Notes or of Receipts or Coupons signify the bearers of such Bearer Notes or such Receipts or Coupons.

The Holder of any Bearer Note or Coupon will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

(b) ***Title to Registered Notes***

Title to Registered Notes passes by registration in the register (the "**Note Register**") which is kept by the Registrar as specified in the relevant Pricing Supplement. References herein to the "**Noteholders**" or "**Holders**" of Registered Notes signify the persons in whose names such Notes are so registered.

Subject to such reasonable procedures as it may prescribe, the Issuer will keep the Note Register for the exchange, registration and registration of transfer of Notes at the designated corporate trust office of the Fiscal Agent in the City of New York, the Fiscal Agent acting as the Issuer's agent for such purposes. The Fiscal Agent will keep the Note Register at said office and will make such Note Register available for inspection upon the request of the Issuer. Included in the Note Register will be the name and address of the Holder of each Note, the amount of each Note, notations as to whether such Notes have been paid or cancelled, and, in the case of mutilated, destroyed, stolen or lost Notes, whether such Notes have been replaced. In the case of the replacement of any of the Notes, the Fiscal Agent will keep a record of the Note so replaced, and the Note issued in replacement thereof. In the case of the cancellation of any of the Notes, the Fiscal Agent will keep a record of the Note so cancelled and the date on which such Note was cancelled. The Holder of any Registered Note will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

(c) ***Transfer of Registered Notes***

A Registered Note may, upon the terms and subject to the conditions set forth in the Agency Agreement, be transferred in whole or in part only (provided that such part is, or is an integral multiple of, the minimum denomination specified in the relevant Pricing Supplement) upon the surrender of the Registered Note to be transferred, together with the form of transfer endorsed on it (the "**Certificate of Transfer**") duly completed and executed, at the corporate trust office of the Fiscal Agent. A new Registered Note will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Registered Note in respect of the balance not transferred will be issued to the transferor.

The following procedures and restrictions with respect to the registration of any transfer of any Registered Note shall apply:

(i) The Fiscal Agent shall register the transfer of any Registered Note, if the requested transfer (x) is to the Issuer, (y) such transfer is, in the case of Rule 144A Global Registered Notes, at least one year (or such other period as shall constitute the required holding period pursuant to Rule 144A under the Securities Act) after the later of (i) the Issue Date of such Registered Note (or any predecessor of such Registered Note) and (ii) the sale of such Registered Note (or any predecessor of such Registered Note) by the Issuer or an Affiliate of the Issuer (computed in accordance with paragraph (d) of Rule 144 under the Securities Act) and the Holder of such Registered Note is not at the proposed date of such transfer and was not during the three months preceding such proposed date of transfer an Affiliate of the Issuer, or (z) such transfer is, in the case of Regulation S Global Registered Notes, at least 40 days after the Issue Date of such Note (or any predecessor of such Note). No further documents, certifications or other evidence need be supplied in respect of any such transfer.

(ii) The Fiscal Agent shall register the transfer of any Registered Note if the Holder of such Registered Note has properly completed the Certificate of Transfer, or a transfer instrument substantially in the form of such Certificate of Transfer, and has delivered such Certificate of Transfer to the Fiscal Agent.

(iii) The Fiscal Agent shall register the transfer of a Registered Note to or from the DTC, Euroclear, Clearstream, Luxembourg or any other institutional trading system designated by the Issuer in a written notice to the Fiscal Agent. In connection with any such transfer to the DTC for deposit or for deposit in such other institutional trading system, no further documents, certifications or other evidence need be supplied to the Fiscal Agent in respect thereof. In connection with any such transfer out of Euroclear, Clearstream, Luxembourg or such other institutional trading system, the Fiscal Agent shall receive such documents, certifications or other evidence from the transferor or transferee as are specified in such written notice.

(iv) If so directed by the Issuer, the Fiscal Agent shall register the transfer of the Registered Notes, from or through any dealer, placement agent or other person specified by the Issuer which has agreed in writing to offer, sell and effect transfers of Registered Notes only (i) to a prospective purchaser who is such dealer, placement agent or other person has reasonable grounds to believe

and does believe is a QIB; or (ii) in an offshore transaction in accordance with Rule 903 or 904 of Regulation S. No further documents, certifications or other evidence need be supplied in respect of any such transfer.

(v) With respect to any requested transfer of a Registered Note not provided for in clauses (i) through (iv) above, the Fiscal Agent shall not register such transfer except upon the order of the Issuer signed by or on behalf of the Issuer by an authorised officer or a duly appointed attorney-in-fact of the Issuer and then only pursuant to any additional procedures as the Issuer may establish and against surrender of such Registered Note. Such additional procedures may include, without limitation, (x) delivery by the transferor or the proposed transferee of an opinion of counsel reasonably satisfactory to the Issuer to the effect that such transfer may be effected without registration under the Securities Act and (y) the delivery by the proposed transferee of representation letters in form and substance reasonably satisfactory to the Issuer to ensure compliance with the provisions of the Securities Act. It is understood that the issuance of such order by the Issuer shall be in the sole and absolute discretion of the Issuer.

(vi) Upon receipt of the duly completed Registered Note and any required instruments of transfer, transfer notices or other written statements or documents as described above, the Fiscal Agent shall cancel such Registered Note and register the transfer and complete, authenticate and deliver in the name of the designated transferee or transferees, one or more new Registered Notes of authorised denominations in the principal amount specified on such Registered Note.

(vii) The Fiscal Agent shall have no liability whatsoever to any party so long as it registers the transfer in accordance with the instructions described herein.

All Registered Notes issued upon any transfer or exchange of Registered Notes shall be valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under the Agency Agreement as the Registered Notes surrendered upon such transfer or exchange. Each Registered Note authenticated and delivered upon any transfer or exchange for or in lieu of the whole or any part of any Registered Note shall carry all the rights to interest (if any) and additional amounts (if any) in each case accrued and unpaid and to accrue, which were carried by the whole or such part, as the case may be, of such Registered Note.

The Issuer or Fiscal Agent may decline to exchange or register the transfer of any Registered Note during the period of 15 days preceding (i) the due date for any payment of principal of or interest on or additional amounts with respect to the Registered Notes, (ii) the date on which Registered Notes are scheduled for redemption pursuant to Condition 6, or (iii) if required by the Fiscal Agent, the relevant date on which Registered Notes are scheduled for interest cancellation under Condition 5(8) scheduled for Write Down or Reinstatement pursuant to Condition 7 (*Loss Absorption Mechanism*).

Transfer, registration and exchange shall be permitted and executed as provided in this Condition 3(c) (*Transfer of Registered Notes*) without any charge to the Holder other than any taxes or governmental charges payable on transfers or any expenses of delivery by other than regular mail, but subject to such reasonable regulations as the Issuer and the Fiscal Agent may prescribe. Registration of the transfer of a Registered Note by the Fiscal Agent shall be deemed to be the acknowledgment of such transfer on behalf of the Issuer.

Upon the transfer, exchange or replacement of Registered Notes not bearing the Rule 144A Legend (as defined herein), the Fiscal Agent shall deliver Registered Notes that do not bear the Rule 144A Legend. Upon the transfer, exchange or replacement of Registered Notes bearing the Rule 144A Legend, the Fiscal Agent shall deliver only Registered Notes that bear the Rule 144A Legend unless the circumstances contemplated by Condition 3(c)(i)(y) (*Transfer of Registered Notes*) above exist.

(d) ***Rule 144A Legend***

Upon the transfer, exchange or replacement of the Registered Notes bearing the private placement legend (the "**Rule 144A Legend**") for the purpose of Rule 144A under the Securities Act set forth in the form of the Registered Note scheduled to the Agency Agreement, the Fiscal Agent shall deliver only Notes that also bear such legend unless there is delivered to the Issuer and to the Fiscal Agent such satisfactory evidence, which may include an opinion, reasonably satisfactory to the Issuer, of counsel experienced in giving opinions with respect to questions arising under the securities laws of the United States, that neither the Rule 144A Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act or that such Notes are not "restricted securities" within the meaning of Rule 144 under the Securities Act. The Issuer covenants and agrees that it will not acquire any beneficial interest, and will cause its

Banking Affiliates not to acquire any beneficial interest, in any Registered Note bearing the Rule 144A Legend unless it notifies the Fiscal Agent in writing of such acquisition. The Fiscal Agent and all Noteholders will be entitled to rely without further investigation on any such notification (or lack thereof). "Banking Affiliate" means for the purpose of this Condition 3(d) any entity controlled, directly or indirectly, by the Issuer, any entity that controls the Issuer, directly or indirectly, or any entity under common control with the Issuer, and which is in each case, a credit institution whose business is to receive deposits or other repayable funds from the public and to grant credits for its own account. For this purpose "**control**" of the Issuer or any entity means ownership of a majority of the voting power of the Issuer or such entity.

4. Status

(1) ***Status—Senior Preferred Notes***

(a) This Condition 4(1) is applicable in relation to the Notes specified in the relevant Pricing Supplement as being Senior Preferred Notes (the "**Senior Preferred Notes**").

(b) The Senior Preferred Notes of each Series and any related Coupons constitute and will constitute direct, unsecured, unguaranteed and unsubordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

(2) ***Status—Senior Non-Preferred Notes***

This Condition 4(2) is applicable in relation to Notes specified in the relevant Pricing Supplement as being Senior Non-Preferred Notes (the "**Senior Non-Preferred Notes**").

The Senior Non-Preferred Notes of each Series and any related Coupons constitute and will constitute direct, unsecured and unguaranteed obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves.

In the event of liquidation or bankruptcy of the Issuer, the rights and claims (if any) of holders of any Senior Non-Preferred Notes to payments of the Outstanding Principal Amount and any other amounts in respect of the Senior Non-Preferred Notes (including any accrued and unpaid interest amount or damages awarded for breach of any obligations under these Conditions, if any are payable) shall (i) be subordinated to liabilities within the meaning of Article 72a(2) of the CRR and the claims of all depositors and other unsecured, unsubordinated creditors of the Issuer, provided that in each case such claims are not by mandatory provisions of law ranked, or by their terms expressed to rank, *pari passu* with the claims of holders of Senior Non-Preferred Notes; (ii) rank at least *pari passu* with claims in respect of all other Senior Non-Preferred Notes and with the claims of all other creditors of the Issuer which in each case by law rank, or by their terms, are expressed to rank *pari passu* with the claims of holders of Senior Non-Preferred Notes; and (iii) rank senior to any Subordinated Notes, Parity Securities or Junior Securities of the Issuer.

For the purposes of Finnish law, in the event of bankruptcy of the Issuer, the rights and claims (if any) of holders of any Senior Non-Preferred Notes to payments of the Outstanding Principal Amount and any other amounts in respect of the Senior Non-Preferred Notes (including any accrued and unpaid interest amount or damages awarded for breach of any obligations under these Conditions, if any are payable) shall constitute claims as referred to in item 4 of Chapter 1, Section 4a, Subsection 1 of the Finnish Act on Credit Institutions (Fi: *laki luottolaitostoiminnasta* (610/2014), as amended) ranking below claims as referred to in Section 2 of the Finnish Priority Act (Fi: *laki velkojien maksunsaantijärjestyksestä* (1578/1992), as amended) and rank above claims referred to in Section 6, Subsection 1 of the Finnish Priority Act (Fi: *laki velkojien maksunsaantijärjestyksestä* (1578/1992) as amended).

(3) ***Status—Subordinated Notes***

(a) This Condition 4(3) is applicable in relation to Notes specified in the relevant Pricing Supplement as being Dated Subordinated Notes or Additional Tier 1 Write-Down Notes, respectively (each as defined herein, and together, unless the context otherwise requires, the "**Subordinated Notes**").

(b) *Dated Subordinated Notes*

The Dated Subordinated Notes (being those Notes specified in the relevant Pricing Supplement as being Dated Subordinated and which have a specified maturity) (the "**Dated Subordinated Notes**") of each Series and any related Coupons constitute and will constitute direct, unsecured, unguaranteed and subordinated obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves. For regulatory capital purposes, the Issuer intends, on the relevant Issue Date, that the Dated Subordinated Notes shall constitute Tier 2 Capital.

In the event of liquidation or bankruptcy of the Issuer, the rights and claims (if any) of Holders of any Dated Subordinated Notes to payments of the Outstanding Principal Amount and any other amounts in respect of the Dated Subordinated Notes (including any accrued and unpaid interest amount or damages awarded for breach of any obligations under these Conditions, if any are payable) shall:

(i) be subordinated to the claims of all Senior Creditors of the Issuer;

(ii) rank at least *pari passu* with the claims of all subordinated creditors of the Issuer which in each case by law rank, or by their terms, are expressed to rank *pari passu* with the Dated Subordinated Notes; and

(iii) rank senior to Additional Tier 1 Write-Down Notes, Parity Securities or any Junior Securities of the Issuer,

subject, in all cases, to mandatory provisions of Finnish law, including but not limited to the Finnish implementation of Article 48(7) of the BRRD in item 6 of Chapter 1, Section 4a, Subsection 1 of the Finnish Act on Credit Institutions (Fi: *laki luottolaitostoiminnasta* (610/2014), as amended) to the effect that claims resulting from items qualifying (whether in whole or in part) as own funds of the Issuer have a lower priority ranking than any claim that results from an item which does not qualify (whether in whole or in part) as own funds of the Issuer.

(c) *Additional Tier 1 Write-Down Notes*

Ranking

Subject as provided below, the Additional Tier 1 Write-Down Notes (being those specified in the relevant Pricing Supplement as being Additional Tier 1 Write-Down Notes) (the "**Additional Tier 1 Write-Down Notes**") of each Series and any related Coupons constitute and will constitute direct, unsecured, unguaranteed and subordinated obligations of the Issuer. For regulatory capital purposes, the Issuer intends, on the relevant Issue Date, that the Additional Tier 1 Write-Down Notes shall constitute Additional Tier 1 Capital.

In the event of the voluntary or involuntary liquidation or bankruptcy of the Issuer, the rights and claims (if any) of the Holders of any Additional Tier 1 Write- Down Notes to payments of the then Outstanding Principal Amount, as reduced by any relevant Write Down Amount in respect of a Trigger Event which has occurred but in respect of which the Write Down Effective Date has not yet occurred, (if any) of the Additional Tier 1 Write-Down Notes and any other amounts in respect of the Additional Tier 1 Write-Down Notes (including any accrued and uncancelled interest or damages awarded for breach of any obligations under these Conditions, if any are payable), will rank:

(i) *pari passu* without any preference among the Additional Tier 1 Write-Down Notes;

(ii) at least *pari passu* with payments to holders of present or future outstanding Parity Securities of the Issuer;

(iii) in priority to payments to holders of present or future outstanding Junior Securities of the Issuer; and

(iv) junior in right of payment to the payment of any present or future claims of (x) depositors of the Issuer, (y) other unsubordinated creditors of the Issuer, and (z) subordinated creditors of the Issuer in respect of Subordinated Indebtedness (other than Parity Securities and Junior Securities) including, for the avoidance of doubt, Tier 2 Capital instruments,

subject, in all cases, to mandatory provisions of Finnish law, including but not limited to the Finnish implementation of Article 48(7) of the BRRD in item 6 of Chapter 1, Section 4a, Subsection 1 of the Finnish Act on Credit Institutions (Fi: *laki luottolaitostoiminnasta* (610/2014), as amended) to the effect that claims resulting from items qualifying (whether in whole or in part) as own funds of the Issuer have a lower priority ranking than any claim that results from an item which does not qualify (whether in whole or in part) as own funds of the Issuer.

(4) ***Set-off***

This Condition 4(4) is applicable in relation to Notes specified in the relevant Pricing Supplement as being Restricted Senior Preferred Notes, Senior Non-Preferred Notes, Dated Subordinated Notes or Additional Tier 1 Write-Down Notes.

No Holder of Notes shall be entitled to exercise any right of set-off, netting or counterclaim against moneys owed by the Issuer in respect of such Notes.

5. Interest

The Notes may be interest bearing or non-interest bearing, as specified in the relevant Pricing Supplement. In the case of non-interest bearing Notes, a reference price and yield will, unless otherwise agreed, be specified in the relevant Pricing Supplement. The Pricing Supplement in relation to each Series of interest-bearing Notes shall specify whether the Fixed Rate Note Provisions, Floating Rate Note Provisions, Reset Note Provisions, Zero Coupon Note Provisions, Index-Linked Note/other variable-linked interest Note Provisions and/or Dual Currency Note Provisions set out below are applicable in respect of such Series provided that Condition 5(6) will be applicable to each Series of interest-bearing Notes as specified therein and Condition 5(9) will be applicable to each Series of Notes in relation to which Floating Rate Note Provisions or Reset Note Provisions are specified in the relevant Pricing Supplement as being applicable, save, in each case, to the extent inconsistent with the relevant Pricing Supplement. In the case of Notes specified in the relevant Pricing Supplement as Additional Tier 1 Write-Down Notes, Condition 5(8) shall apply and the application of any of Conditions 5(1) to 5(6) shall be subject to Condition 5(8).

(1) ***Interest—Fixed Rate Note Provisions***

This Condition 5(1) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable. The Notes in relation to which this Condition 5(1) is applicable shall bear interest on its Outstanding Principal Amount (or if it is a Partly Paid Note, the amount paid up) from and including their Issue Date to, but excluding, the date of final maturity thereof (each date as specified in the relevant Pricing Supplement), or, if no Maturity Date is specified, the date of any final redemption at the rate or rates per annum specified in the relevant Pricing Supplement. Such interest will be payable in arrear on each Interest Payment Date as is specified in the relevant Pricing Supplement and on the date of final maturity thereof or, if no Maturity Date is specified, the date of any final redemption. The amount of interest payable in respect of each Note for any period for which a Fixed Interest Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product (i) in respect of a Note denominated in U.S. dollars, on the basis of a 360 day year consisting of twelve months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed and (ii) in the case of a Note denominated in a currency other than U.S. dollars, on the basis of the number of days in the relevant period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the relevant payment date divided by (x) in the case of Notes where interest is scheduled to be paid only by means of regular annual payments, the number of days in the period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the next scheduled Interest Payment Date or (y) in the case of Notes where interest is scheduled to be paid other than only by means of regular annual payments, the product of the number of days in the period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the next scheduled Interest Payment Date and the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year; rounding the resulting figure to the nearest sub-unit of the Specified Currency, (half a sub-unit being rounded upwards) and multiplying such rounded figures by a fraction equal to the Specified Denomination (as specified in the relevant Pricing Supplement) of such Note divided by the Calculation Amount. For the purposes of this Condition 5, a "**sub-unit**" means, in the case of any currency other than U.S. dollar, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of U.S. dollar, means one cent. Interest may also be calculated on such other basis as may be specified in the relevant Pricing Supplement.

(2) ***Interest—Floating Rate Note Provisions (other than Floating Rate Notes referencing SONIA or SOFR or TONA)***

(a) This Condition 5(2) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable and the Reference Rate is not SONIA, SOFR or TONA. The Notes in relation to which this Condition 5(2) is applicable (the "**Floating Rate Option**") shall bear interest on its Outstanding Principal Amount (or if it is a Partly Paid Note, the amount paid up) at the rates per annum determined in accordance with this Condition 5(2).

(b) Such Notes shall bear interest from and including their Issue Date to, but excluding, the date of final maturity thereof (each date as specified in the relevant Pricing Supplement) or, if no Maturity Date is specified, the date of any final redemption. Such interest will be payable on each date (an "**Interest Payment Date**") which falls such period of months as may be specified in the relevant Pricing Supplement after such Issue Date or, as the case may be, after the preceding Interest Payment Date. If any Interest Payment Date would otherwise fall on a date which is not a Business Day, it shall be postponed to the next Business Day unless it would thereby fall into the next calendar month, in which event it shall be brought forward to the preceding Business Day unless it is specified in the relevant Pricing Supplement that if any Interest Payment Date would otherwise fall on the date which is not a Business Day, it shall be postponed to the next Business Day. If such Issue Date or any succeeding Interest Payment Date falls on the last Business Day of the month, each subsequent Interest Payment Date shall be the last Business Day of the relevant month. Each period beginning on (and including) such Issue Date and ending on (but excluding) the First Interest Payment Date and each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**".

(c) The Pricing Supplement in relation to each Series of Notes in relation to which the Floating Rate Note Provisions or Reset Note Provisions are specified as being applicable shall specify which Relevant Screen Page on the Reuters Screen or any other information vending service shall be applicable. For these purposes, "**Reuters Screen**" means the Reuters Money 3000 Service (or such other service as may be nominated as the information vendor for the purpose of displaying comparable rates in succession thereto).

(d) If Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to such Notes for each Interest Period shall be determined by the Calculation Agent on the following basis:

(A) If the Reference Rate is a composite quotation or customarily supplied by one entity, then:

(i) where the Floating Rate Option is based on the Euro-zone interbank offered rate ("**EURIBOR**") the Calculation Agent will determine the rate for deposits (or, as the case may require, the arithmetic mean of the rates for deposits) in euro for a period of the duration of the relevant Interest Period on the Relevant Screen Page as of 11.00 a.m. (Brussels time) of the second TARGET Settlement Day before the first day of the relevant Interest Period (the "**EURIBOR Interest Determination Date**");

(ii) where the Floating Rate Option is based on an interbank offered rate in a Relevant Financial Centre specified in the relevant Pricing Supplement other than as set in paragraphs (v) and (vi) below, the Calculation Agent will determine the rate for deposits (or, as the case may require, the arithmetic mean of the rates for deposits) in the relevant currency for a period of the duration of the relevant Interest Period on the Relevant Screen Page as of the Relevant Time on the Interest Determination Date;

(iii) if no such rate for deposits so appears (or, as the case may require, if fewer than two such rates for deposits so appear), the Calculation Agent will request appropriate quotations and will determine the arithmetic mean of the rates at which deposits in the relevant currency are offered by four major banks (selected by the Issuer) in the Relevant Financial Centre at approximately the Relevant Time on the first day of the relevant Interest Period to prime banks

in the interbank market of the Relevant Financial Centre in each such case for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the Relevant Time;

(iv) if fewer than two rates are so quoted, the Calculation Agent will determine the arithmetic mean of the rates quoted by major banks in the Relevant Financial Centre, selected by the Calculation Agent (in consultation with the Issuer) at approximately the Relevant Time on the first day of the relevant Interest Period for loans in the relevant currency to leading European banks for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the Relevant Time;

(v) where the Floating Rate Option is based on the Federal Funds rate (the "**Federal Funds Rate**") the Calculation Agent will determine the rate for deposits (or, as the case may require, the arithmetic mean of the rates for deposits) in the relevant currency for a period of the duration of the relevant Interest Period on the Interest Determination Date for U.S. dollar federal funds as such rate is published in H.15 opposite the heading "**Federal Funds (Effective)**", as such rate is displayed on Reuters (or any successor service) on page FEDFUNDS 1 (or any other page as may replace such page) ("**Reuters Page FEDFUNDS 1**"), or, if such rate does not appear on Reuters Page FEDFUNDS 1 or is not so published by 11:00 a.m., New York City time, on the day that is one New York City Banking Day following the date the Federal Funds Rate is calculated, the rate on such Interest Determination Date for U.S. dollar federal funds as published in H.15 Daily Update, or such other recognised electronic source used for the purpose of displaying such rate, under the caption "**Federal Funds (Effective)**". If such rate does not appear on Reuters Page FEDFUNDS 1 or is not yet published in H.15, H.15 Daily Update or another recognised electronic source by 11:00 a.m., New York City time, on the day that is one New York City Banking Day following the date the Federal Funds Rate is calculated, then the Federal Funds Rate on such Interest Determination Date will be calculated by the Calculation Agent and will be the arithmetic mean of the rates for the last transaction in overnight U.S. dollar federal funds arranged by three leading brokers of U.S. dollar federal funds transactions in New York City (which may include the Dealers or their affiliates) selected by the Calculation Agent (after consultation with Nordea) prior to 9:00 a.m., New York City time, on such Interest Determination Date; provided, however, that if the brokers so selected by the Calculation Agent (in consultation with the Issuer) are not quoting as mentioned in this sentence, the Federal Funds Rate determined as of such Interest Determination Date will be the Federal Funds Rate in effect on such Interest Determination Date, or, if no Federal Funds Rate was in effect on such Interest Determination Date, the rate for the following Interest Period shall be the initial Rate of Interest. Save as set out in the relevant Pricing Supplement, the "**Interest Determination Date**" with respect to the Federal Funds Rate will be the Federal Funds Rate Business Day immediately preceding the applicable Interest Period and "**Federal Funds Rate Business Day**" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorised or required by law, regulation or executive order to close in New York City; provided, however, that, with respect to Notes denominated in a Specified Currency other than U.S. dollars, it is also not a day on which commercial banks are authorised or required by law, regulation or executive order to close in the Principal Financial Centre of the country issuing the Specified Currency. The "Principal Financial Centre" means the capital city of the country issuing the Specified Currency except, that with respect to U.S. dollars, Canadian dollars, and Swiss francs, the "**Principal Financial Centre**" shall be New York City, Toronto, and Zurich, respectively. "H.15" means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the Federal Reserve System (the "**Board of Governors**"), or its successor, available through the website of the Board of Governors at

www.federalreserve.gov/releases/H15 and "H.15 Daily Update" means the daily update of H.15 available at the Board of Governors of the Federal Reserve System's Internet web site located at *www.federalreserve.gov/releases/H15*, or any successor site or publication; and

(vi) where the Floating Rate Option is based on the Prime Rate (the "**Prime Rate**") the Calculation Agent will determine the rate for deposits (or, as the case may require, the arithmetic mean of the rates for deposits) in the relevant currency for a period of the duration of the relevant Interest Period on the Interest Determination Date as such rate is published in H.15 opposite the caption "**Bank Prime Loan**" or, if not published by 5:00 p.m., New York City time, on the day that is one New York City Banking Day following such Interest Determination Date, the rate on such Interest Determination Date as published in H.15 Daily Update, or such other recognised electronic source used for the purpose of displaying such rate, opposite the caption "Bank Prime Loan". If such rate is not yet published in H.15, H.15 Daily Update or another recognised electronic source by 5:00 p.m. New York City time on the day that is one New York City Banking Day following such Interest Determination Date, then the Prime Rate shall be the arithmetic mean, as determined by the Calculation Agent, of the rates of interest publicly announced by three major banks (which may include affiliates of the Dealers) in New York City selected by the Calculation Agent (after consultation with Nordea) as the U.S. dollar prime rate or base lending rate in effect for such Interest Determination Date. (Each change in the prime rate or base lending rate of any bank so announced by such bank will be effective as of the effective date of the announcement or, if no effective date is specified, as of the date of the announcement.) If fewer than three major banks (which may include affiliates of the Dealers) so selected in New York City have publicly announced a U.S. dollar prime rate or base lending rate for such Interest Determination Date, the Prime Rate with respect to such Interest Determination Date shall be the rate in effect on such Interest Determination Date, or, if no Prime Rate was in effect on such Interest Determination Date, the rate for the following Interest Period shall be the initial Rate of Interest. Save as set out in the relevant Pricing Supplement, the "**Interest Determination Date**" with respect to the Prime Rate will be the first day of the relevant Interest Period and "**New York City Banking Day**" shall mean any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the city of New York. As used above, "**H.15**" means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the Federal Reserve System (the "**Board of Governors**"), or its successor, available through the website of the Board of Governors at *www.federalreserve.gov/releases/H15* and "H.15 Daily Update" means the daily update of H.15 available at the Board of Governors of the Federal Reserve System's Internet web site located at *www.federalreserve.gov/releases/H15*, or any successor site or publication,

(B) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Pricing Supplement, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(1) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(2) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period; provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Determination Agent shall determine

such rate at such time and by reference to such sources as it determines appropriate,

and the Rate of Interest applicable to such Notes during each Interest Period will be the sum of the Relevant Margin and the rate (or, as the case may be, the arithmetic mean) so determined provided that, if the Calculation Agent is unable to determine a rate (or, as the case may be, an arithmetic mean) in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to such Notes during such Interest Period will be the sum of the Relevant Margin and the rate (or, as the case may be, the arithmetic mean) last determined in relation to such Notes in respect of a preceding Interest Period. For the purpose of these Conditions, "**Euro-zone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty on European Union as amended, and as used in this Condition 5 and "**Interest Determination Date**" means (other than in respect of paragraphs (A)(v) and (vi) above) the date specified as such in the relevant Pricing Supplement.

(e) The Calculation Agent will, as soon as practicable after determining the Rate of Interest in relation to each Interest Period, calculate the Interest Amount payable in respect of the Calculation Amount specified in the relevant Pricing Supplement for the relevant Interest Period. The amount of interest shall be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the actual number of days in the Interest Period concerned divided by 360 (or, in the case of the Notes denominated in Pounds Sterling, 365 (or, if any portion of such Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion divided by 366 and (ii) the actual number of days in the remainder of such Interest Period divided by 365)) or by such other number as may be specified in the relevant Pricing Supplement, rounding the resulting figure to the nearest sub-unit of the currency in which such Notes are denominated or, as the case may be, in which such interest is payable (one half of any such sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. Where the Specified Denomination of such a Note comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner above) for each Calculation Amount comprising the Specified Denomination, without any further rounding. For this purpose, a "**sub-unit"** means, in the case of any currency other than U.S. dollar, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of U.S. dollar, means one cent.

(3) ***Interest – Floating Rate Notes referencing SONIA, SOFR or TONA***

(a) This Condition 5(3) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable and the Reference Rate is SONIA, SOFR or TONA. The Notes in relation to which this Condition 5(3) is applicable shall bear interest on its Outstanding Principal Amount (or if it is a Partly Paid Note, the amount paid up) at the rates per annum determined in accordance with this Condition 5(3).

(b) Such Notes shall bear interest from and including their Issue Date to, but excluding, the date of final maturity thereof (each date as specified in the relevant Pricing Supplement) or, if no Maturity Date is specified, the date of any final redemption. Such interest will be payable on each date (an "**Interest Payment Date**") which falls such period of months as may be specified in the relevant Pricing Supplement after such Issue Date or, as the case may be, after the preceding Interest Payment Date. If any Interest Payment Date would otherwise fall on a date which is not a Business Day, it shall be postponed to the next Business Day unless it would thereby fall into the next calendar month, in which event it shall be brought forward to the preceding Business Day unless it is specified in the relevant Pricing Supplement that if any Interest Payment Date would otherwise fall on the date which is not a Business Day, it shall be postponed to the next Business Day. If such Issue Date or any succeeding Interest Payment Date falls on the last Business Day of the month, each subsequent Interest Payment Date shall be the last Business Day of the relevant month. Each period beginning on (and including) such Issue Date and ending on (but excluding) the First Interest Payment Date and each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**".

(c) Subject to Conditions 5(9) and 5(6)(g) (if applicable), where the Reference Rate specified in the relevant Pricing Supplement is SONIA, the Rate of Interest for each Interest Period will, subject

as provided below, be Compounded Daily SONIA plus or minus (as specified in the relevant Pricing Supplement) the Relevant Margin, all as determined by the Calculation Agent.

For the purposes of this Condition 5(3):

"**Compounded Daily SONIA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date in question, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

(i) in the case of Compounded Daily SONIA specified in the relevant Pricing Supplement as being SONIA with Observation Period Shift:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SONIA_i \times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

"**d**" means, for any Observation Period, the number of calendar days in such Observation Period;

"**d_o**" means, for any Observation Period, the number of London Banking Days in such Observation Period;

"**i**" means, for any Observation Period, a series of whole numbers from one to do, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in such Observation Period to, and including, the last London Banking Day in such Observation Period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling "p" London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" London Banking Days prior to such earlier date, if any, on which the Notes are due and payable);

"**London Banking Day**" or "**LBD**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**n_i**" means, for any London Banking Day "i", in the relevant Observation Period, the number of calendar days from, and including, such London Banking Day "i" up to, but excluding, the following London Banking Day;

"**Observation Period**" means, in respect of an Interest Period, the period from, and including, the date falling "p" London Banking Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "p" London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" means, for any Interest Period, the number of London Banking Days specified in the relevant Pricing Supplement;

"**SONIAi**" means, in respect of any London Banking Day "i" falling in the relevant Observation Period, the SONIA Reference Rate; and

"**SONIA Reference Rate**" means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day;

or

(ii) in the case of Compounded Daily SONIA specified in the relevant Pricing Supplement as being SONIA with Lookback:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SONIA_{i-pLBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

"**d**" means, for any Interest Period, the number of calendar days in such Interest Period;

"**d_o**" means, for any Interest Period, the number of London Banking Days in such Interest Period;

"**i**" means, for any Interest Period, a series of whole numbers from one to d_o, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in such Interest Period to, and including, the last London Banking Day in such Interest Period;

"**Interest Determination Date**" means the date specified as such in the relevant Pricing Supplement;

"**London Banking Day**" or "**LBD"** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**n_i**" means, for any London Banking Day "i", the number of calendar days from, and including, such London Banking Day "i" up to, but excluding, the following London Banking Day;

"**p**" means, for any Interest Period, the number of London Banking Days specified in the relevant Pricing Supplement;

"**$SONIA_{i\text{-}pLBD}$**" means, in respect of any London Banking Day "i" falling in the relevant Interest Period, the SONIA Reference Rate for the London Banking Day falling "p" London Banking Days prior to the relevant London Banking Day "i"; and

"**SONIA Reference Rate**" means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day.

If, subject to Condition 5(9), in respect of any London Banking Day, the SONIA rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA rate shall be: (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant London Banking Day; plus (ii) the mean of the spread of the SONIA rate to the Bank Rate over the previous five days on which a SONIA rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads).

Notwithstanding the foregoing, and without prejudice to Condition 5(9), in the event of the Bank of England publishing guidance as to (a) how the SONIA Reference Rate is to be determined or (b) any rate that is to replace the SONIA Reference Rate, the Calculation Agent, as applicable, shall follow such guidance to determine the SONIA reference rate for so long as the SONIA Reference Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, subject to Condition 5(9), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Relevant Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Relevant Margin relating to the relevant Interest Period, in place of the Relevant Margin relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a

period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Relevant Margin applicable to the first Interest Period).

If the relevant Series of Notes become due and payable in accordance with Condition 8, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.

(d) Where the Reference Rate specified in the relevant Pricing Supplement is SOFR, the Rate of Interest for each Interest Period will, subject as provided below and subject to Condition 5(10), be the relevant Benchmark plus or minus (as specified in the relevant Pricing Supplement) the Relevant Margin, all as determined by the Calculation Agent on the relevant Interest Determination Date. In no event will the Rate of Interest for any Interest Period be less than the Minimum Rate of Interest.

For the purposes of this Condition 5(3)(d):

"**Benchmark**" means Compounded SOFR, which is a compounded average of daily SOFR, as determined for each Interest Period in accordance with the specific formula and other provisions set out in this Condition 5(3).

Daily SOFR rates will not be published in respect of any day that is not a U.S. Government Securities Business Day, such as a Saturday, Sunday or holiday. For this reason, in determining Compounded SOFR in accordance with the specific formula and other provisions set forth herein, the daily SOFR rate for any U.S. Government Securities Business Day that immediately precedes one or more days that are not U.S. Government Securities Business Days in the Interest Period or Observation Period, as the case may be, will be multiplied by the number of calendar days from and including such U.S. Government Securities Business Day to, but excluding, the following U.S. Government Securities Business Day.

If the Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of Compounded SOFR (or the daily SOFR used in the calculation hereof) prior to the relevant SOFR Determination Time, then the provisions under Condition 5(10) below will apply.

"**Business Day**" means any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York and is not a date on which banking institutions in New York are authorised or required by law or regulation to be closed;

"**Compounded SOFR**" with respect to any Interest Period, means the rate of return of a daily compound interest investment computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

(i) in the case of Compounded SOFR specified in the relevant Pricing Supplement as being Compounded SOFR with Lookback:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_{i-pUSBD}\times n_i}{360}\right)-1\right]\times\frac{360}{d}$$

where:

"**d_o**" for any Interest Period, is the number of U.S. Government Securities Business Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Day in chronological order from, and

including, the first U.S. Government Securities Business Day in the relevant Interest Period;

"**$SOFR_{i-pUSBD}$**" for any U.S. Government Securities Business Day "i" in the relevant Interest Period, is equal to SOFR in respect of the U.S. Government Securities Business Day falling "p" U.S. Government Securities Business Days prior to that day "i";

"**n_i**" for any U.S. Government Securities Business Day "i" in the relevant Interest Period, is the number of calendar days from, and including, such U.S. Government Securities Business Day "i" to, but excluding, the following U.S. Government Securities Business Day ("i+1");

"**d**" is the number of calendar days in the relevant Interest Period; and

"**p**" means, for any Interest Period, the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement.

or

(ii) in the case of Compounded SOFR specified in the relevant Pricing Supplement as being Compounded SOFR with Observation Period Shift:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_i \times n_i}{360}\right)-1\right]\times\frac{360}{d}$$

where:

"**d_o**" for any Observation Period, is the number of U.S. Government Securities Business Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to do, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Observation Period;

"**n_i**" for any U.S. Government Securities Business Day "i" in the relevant Observation Period, is the number of calendar days from, and including, such U.S. Government Securities Business Day "i" to, but excluding, the following U.S. Government Securities Business Day ("i+1");

"**d**" is the number of calendar days in the relevant Observation Period; and

"**$SOFR_i$**" for any U.S. Government Securities Business Day "i" in the relevant Observation Period, is equal to SOFR in respect of that day "i";

"**Interest Period**" means each period from, and including, an Interest Payment Date (or, in the case of the first Interest Period, the Interest Commencement Date) to, but excluding, the next Interest Payment Date (or, in the case of the final Interest Period, the Maturity Date or, if the Issuer elects to redeem the Notes on any earlier redemption date, the relevant redemption date);

"**Observation Period**" in respect of each Interest Period means the period from, and including, the date falling "p" U.S. Government Securities Business Days preceding the first date in such Interest Period to, but excluding, the date falling "p" U.S. Government Securities Business Days preceding the Interest Payment Date for such Interest Period, with "**p**" being the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement;

"**SOFR**" with respect to any U.S. Government Securities Business Day, means:

(i) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator's Website at 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day (the "**SOFR Determination Time**"); or

(ii) if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator's Website;

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate);

"**SOFR Administrator's Website**" means the website of the Federal Reserve Bank of New York, or any successor source; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, subject to Condition 5(10), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Relevant Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Relevant Margin relating to the relevant Interest Period, in place of the Relevant Margin relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Relevant Margin applicable to the first Interest Period).

If the relevant Series of Notes become due and payable in accordance with Condition 8, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

(e) Subject to Condition 5(11) and 5(6) (if applicable), where the Reference Rate specified in the relevant Pricing Supplement is TONA, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily TONA plus or minus (as specified in the relevant Pricing Supplement) the Relevant Margin, all as determined by the Calculation Agent.

For the purposes of this Condition 5(3)(e):

"**Compounded Daily TONA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily Tokyo Overnight Average Rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date in question, as follows, and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards:

(A) in the case of Compounded Daily TONA specified in the relevant Pricing Supplement as being TONA with Observation Period Shift:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{TONA_i \times n_i}{365}\right)-1\right] \times \frac{365}{d}$$

"**d**" means, for any Observation Period, the number of calendar days in such Observation Period;

"$\mathbf{d_o}$" means, for any Observation Period, the number of Tokyo Banking Days in such Observation Period;

"**i**" means, for any Observation Period, a series of whole numbers from one to do, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in such Observation Period to, and including, the last Tokyo Banking Day in such Observation Period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling "p" Tokyo Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Tokyo Banking Days prior to such earlier date, if any, on which the Notes are due and payable);

"**Tokyo Banking Day**" means any day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in Tokyo;

"**n_i**" means, for any Tokyo Banking Day "i", in the relevant Observation Period, the number of calendar days from, and including, such Tokyo Banking Day "i" up to, but excluding, the following Tokyo Banking Day ("i+1");

"**Observation Period**" means, in respect of an Interest Period, the period from, and including, the date falling "p" Tokyo Banking Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "p" Tokyo Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Tokyo Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" means, for any Interest Period, the number of Tokyo Banking Days specified in the relevant Pricing Supplement;

"**$TONA_i$**" means, in respect of any Tokyo Banking Day "i" falling in the relevant Observation Period, the TONA Reference Rate; and

"**TONA Reference Rate**" means, in respect of any Tokyo Banking Day, a reference rate equal to the daily TONA rate for such Tokyo Banking Day as provided by the administrator of TONA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the Tokyo Banking Day immediately following such Tokyo Banking Day.

(B) in the case of Compounded Daily TONA specified in the relevant Pricing Supplement as being TONA with Lookback:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{TONA_{i-pLBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

"**d**" means, for any Interest Period, the number of calendar days in such Interest Period;

"**d_o**" means, for any Interest Period, the number of Tokyo Banking Days in such Interest Period;

"**i**" means, for any Interest Period, a series of whole numbers from one to do, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in such Interest Period to, and including, the last Tokyo Banking Day in such Interest Period;

"**Interest Determination Date**" means the date specified as such in the relevant Pricing Supplement;

"**Tokyo Banking Day**" means any day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in Tokyo;

"**n_i**" means, for any Tokyo Banking Day "i", the number of calendar days from, and including, such Tokyo Banking Day "i" up to, but excluding, the following Tokyo Banking Day ("i+1");

"**p**" means, for any Interest Period, the number of Tokyo Banking Days specified in the relevant Pricing Supplement;

"**TONA Reference Rate**" means, in respect of any Tokyo Banking Day, a reference rate equal to the daily TONA rate for such Tokyo Banking Day as provided by the administrator of TONA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the Tokyo Banking Day immediately following such Tokyo Banking Day; and

"**$TONA_{i\text{-}pLBD}$**" means, in respect of any Tokyo Banking Day "i" falling in the relevant Interest Period, the TONA Reference Rate for the Tokyo Banking Day falling "p" Tokyo Banking Days prior to the relevant Tokyo Banking Day "i".

If, subject to Condition 5(11), in respect of any Tokyo Banking Day, the TONA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors by either (a) the TONA Fixing Day or (b) such other date on which the TONA rate is required, then, unless both a TONA Index Cessation Event and a TONA Index Cessation Effective Date (each as defined below) have occurred, such TONA rate shall be the rate equal to the Tokyo Overnight Average published by the administrator of the TONA Reference Rate on the Relevant Screen Page for the last preceding Tokyo Banking Day on which the Tokyo Overnight Average was published by the administrator of TONA on the Relevant Screen Page.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Relevant Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Relevant Margin relating to the relevant Interest Period, in place of the Relevant Margin relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Relevant Margin applicable to the first Interest Period).

If the relevant Series of Notes become due and payable in accordance with Condition 8, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

(f) Where "Index Determination" is specified in the relevant Pricing Supplement as being applicable, the Rate of Interest for each Interest Period will be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula on the relevant Interest Determination Date:

$$\frac{(Compounded\ Index\ End}{Compounded\ Index\ Start} - 1)\ X\ \frac{Numerator}{d}$$

to the Relevant Decimal Place, plus or minus the Relevant Margin (if any), all as determined and calculated by the Calculation Agent, where:

"**Compounded Index**" shall mean either SONIA Compounded Index or SOFR Compounded Index, as specified in the relevant Pricing Supplement;

"**Compounded Index End**" means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

"**Compounded Index Start**" means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the first day of the relevant Interest Period (or in the first Interest Period, the Issue Date);

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**Index Days**" means, in the case of the SONIA Compounded Index, London Banking Days, and, in the case of the SOFR Compounded Index, U.S. Government Securities Business Days;

"**London Banking Day**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**Numerator**" means, in the case of the SONIA Compounded Index, 365 and, in the case of the SOFR Compounded Index, 360, or as otherwise specified in the relevant Pricing Supplement;

"**Relevant Decimal Place**" shall, unless otherwise specified in the relevant Pricing Supplement, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index, in each case rounded up or down, if necessary (with 0.000005 or, as the case may be, 0.00000005 being rounded upwards);

"**Relevant Number**" shall be, unless otherwise specified in the relevant Pricing Supplement, five in the case of the SONIA Compounded Index and two in the case of the SOFR Compounded Index;

"**SOFR Compounded Index**" means the compounded daily SOFR rate as published at 3:00 p.m. (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source;

"**SONIA Compounded Index**" means the compounded daily SONIA rate as published at 10:00 a.m. (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, subject to Condition 5(9) or 5(10), as applicable, the Rate of Interest shall be determined for that Interest Period as if Index Determination was not specified in the applicable Pricing Supplement and as if Compounded Daily SONIA with Observation Period Shift or Compounded Daily SOFR with Observation Period Shift (as applicable) had been specified instead in the Pricing Supplement and where "**p**" shall be deemed to be the same as the Relevant Number specified in the Pricing Supplement.

If the relevant Series of Notes become due and payable in accordance with Condition 8, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

(g) The Calculation Agent will, as soon as practicable after determining the Rate of Interest in relation to each Interest Period, calculate the Interest Amount payable in respect of the Calculation Amount specified in the relevant Pricing Supplement for the relevant Interest Period. The amount of interest shall be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the actual number of days in the Interest Period concerned divided by 360 (or, in the case of the Notes denominated in Pounds Sterling, 365 (or, if any portion of such Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion divided by 366 and (ii) the actual number of days in the remainder of such Interest Period divided by 365)) or by such other number as may be specified in the relevant Pricing Supplement, rounding the resulting figure to the nearest sub-unit of the currency in which such Notes are denominated or, as the case may be, in which such interest is payable (one half of any such sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. Where the Specified Denomination of such a Note comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner above) for each Calculation Amount comprising the Specified Denomination, without any further rounding. For this purpose, a "**sub-unit**" means, in the case of any currency other than U.S. dollar, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of U.S. dollar, means one cent.

(4) ***Interest—Other Rates***

(a) In the case of Dual Currency Notes as specified in the relevant Pricing Supplement, the rate or amount of interest payable shall be determined in accordance with the provisions contained in the relevant Pricing Supplement.

(b) In the case of Partly Paid Notes as specified in the relevant Pricing Supplement (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the relevant Pricing Supplement.

(c) For Notes other than Dual Currency Notes and Partly Paid Notes, in relation to which this Condition 5(4) is specified in the relevant Pricing Supplement as being applicable, shall bear interest at the rates per annum, or payable in the amounts and in the manner determined in accordance with, the relevant Pricing Supplement.

(5) ***Interest—Reset Note Provisions***

(a) This Condition 5(5) is applicable to the Notes only if the Interest – Reset Note Provisions are specified in the relevant Pricing Supplement as being applicable.

(b) Such Notes shall bear interest on its Outstanding Principal Amount:

(i) from (and including) the Interest Commencement Date specified in the relevant Pricing Supplement until (but excluding) the First Reset Date at the rate per annum equal to the Initial Rate of Interest;

(ii) from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Pricing Supplement, the Maturity Date or if no Maturity Date is specified, the date of any final redemption at the rate per annum equal to the First Reset Rate of Interest; and

(iii) for each Subsequent Reset Period thereafter (if any), at the rate per annum equal to the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on the date(s) so specified in the relevant Pricing Supplement on an Interest Payment Date (subject to adjustment as described in Condition 5(1)) and on the Maturity Date or, if no Maturity Date is specified, the date of any final redemption if that does not fall on an Interest Payment Date. The Rate of Interest and the Interest Amount payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 5(1).

(c) If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Issuer shall request each of the Reference Banks to provide the Issuer with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. in the Relevant Financial Centre of the Specified Currency on the Reset Determination Date in question.

If two or more of the Reference Banks provide the Issuer with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent (0.0005 per cent being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Reset Margin or Subsequent Reset Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date only one or none of the Reference Banks provides the Issuer with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest (though substituting, where a different Relevant Margin is to be applied to the relevant Reset Period from that which applied to the last preceding Reset Period, the Relevant Margin relating to the relevant Reset Period, in place of the Relevant Margin relating to that last preceding Reset Period).

(6) ***Interest—Supplemental Provision***

(a) Condition 5(6)(b) shall be applicable in relation to the Notes in relation to which Floating Rate Note Provisions or Reset Note Provisions are specified in the relevant Pricing Supplement as being applicable, Condition 5(6)(d) shall be applicable in relation to all interest-bearing Notes, Condition 5(6)(e) shall be applicable in relation to Instalment Notes and Conditions 5(6)(g) and 5(6)(h) shall be applicable in relation to Notes in relation to which Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable.

(b) *Notification*

Subject to Condition 5(9) or Condition 5(10) below, the Calculation Agent will cause each Rate of Interest, floating rate, CMT Rate, Interest Payment Date, final day of a calculation period, Interest Amount or floating amount, Instalment Amount or any other rate of interest, interest period or reset period to be determined or calculated by it to be notified to the Issuer and the Fiscal Agent. The Fiscal Agent will cause all such determinations or calculations to be notified to the other Paying Agents as soon as practicable after such determination or calculated but in any event not later than the fourth London Banking Day thereafter and, in the case of Notes admitted to the Official List of Euronext Dublin, cause each such Rate of Interest, floating rate, CMT Rate, Interest Amount or floating amount or, as the case may be, Instalment Amount to be notified to Euronext Dublin. The Calculation Agent will be entitled to amend any Interest Amount, floating amount, Interest Payment Date or last day of a calculation period (or to make appropriate alternative arrangements by way of adjustment) without notice in the event of the extension or abbreviation of the relevant Interest Period or calculation period. For the purposes of these Conditions "**London Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London.

(c) *Reset Reference Rate Conversion*

This Condition 5(6)(c) is only applicable if Reset Reference Rate Conversion is specified in the relevant Pricing Supplement as being applicable. If Reset Reference Rate Conversion is so specified as being applicable, the First Reset Rate of Interest and, if applicable, each Subsequent Reset Rate of Interest will be converted from the Original Reset Reference Rate Basis specified in the relevant Pricing Supplement to a basis which matches the per annum frequency of Interest Payment Dates in respect of the relevant Notes (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it).

(d) The determination by the Calculation Agent of all rates of interest, amounts of interest, CMT Rates and Instalment Amounts for the purposes of this Condition 5 shall, in the absence of manifest error, be final and binding on all parties.

(e) Interest shall accrue on the Outstanding Principal Amount of each Note during each Interest Period (as defined in Condition 5(2)(b)) from and including the Interest Commencement Date. Interest will cease to accrue in respect of each Instalment of principal on, but excluding, the due date for payment of the relevant Instalment Amount, unless upon due presentation or surrender thereof (if required), payment in full of the relevant Instalment Amount is improperly withheld or refused or default is otherwise made in the payment thereof in which case interest shall continue to accrue on the principal amount in respect of which payment has been improperly withheld or refused or default has been made (as well after as before any demand or judgment) at the interest rate then applicable or such other rate as may be specified for this purpose in the Pricing Supplement until, but excluding, the date on which, upon due presentation or surrender of the relevant Note (if required), the relevant payment is made or, if earlier (except where presentation or surrender of the relevant Note is not required as a precondition of payment), the seventh day after the date on which the Fiscal Agent having received the funds required to make such payment, gives notice to the Holders of the Notes in accordance with Condition 15 that the Fiscal Agent has received the required funds (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder).

(f) In the case of partly-paid Notes (other than partly-paid Notes which are non-interest bearing) interest will accrue as aforesaid on the paid-up principal amount of such Notes and otherwise as indicated in the relevant Pricing Supplement.

(g) If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Pricing Supplement, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.

(h) Unless otherwise specified in the relevant Pricing Supplement or if the Minimum Rate of Interest is specified as being "Not Applicable" in the relevant Pricing Supplement, the Minimum Rate of Interest shall be deemed to be zero.

(7) ***Non-Interest Bearing Notes***

If any principal amount or Instalment Amount in respect of any Note which is non-interest bearing is not paid when due, interest shall accrue from and including such due date on the overdue amount at a rate per annum (expressed as a percentage per annum) equal to the Amortisation/Accrual Yield defined in, or determined in accordance with the provisions of, the Pricing Supplement or at such other rate as may be specified for this purpose in the Pricing Supplement until but excluding the date on which, upon due presentation or surrender of the relevant Note (if required), the relevant payment is made or, if earlier (except where presentation or surrender of the relevant Note is not required as a precondition of payment), the seventh day after the date on which, the Fiscal Agent, having received the funds required to make such payment, gives notice to the Holders of the Notes in accordance with Condition 15 that the Fiscal Agent has received the required funds, (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder). The amount of any such interest shall be calculated by multiplying the product of the Amortisation/Accrual Yield and the overdue sum by the Day Count Fraction as specified for this purpose in the Pricing Supplement.

(8) ***Interest Cancellation in respect of Additional Tier 1 Write-Down Notes***

This Condition 5(8) is applicable to Notes specified in the relevant Pricing Supplement as being Additional Tier 1 Write-Down Notes. The application of any of Conditions 5(1) (*Interest—Fixed Rate*) to 5(6) (*Interest—Supplemental Provision*) shall be subject to this Condition 5(8).

(a) *Interest Payments Discretionary*

Interest on the Additional Tier 1 Write-Down Notes will be due and payable only at the sole discretion of the Issuer, and the Issuer shall have sole and absolute discretion at all times and for any reason to cancel (in whole or in part) any interest payment that would otherwise be payable on any Interest Payment Date. If the Issuer does not make an interest payment on the relevant Interest Payment Date (or if the Issuer elects to make a payment of a portion, but not all, of such interest payment), such non-payment shall evidence the Issuer's exercise of its discretion to cancel such interest payment (or the portion of such interest payment not paid), and accordingly such interest payment (or the portion thereof not paid) shall not be due and payable.

If the Issuer provides notice to cancel a portion, but not all, of an interest payment and the Issuer subsequently does not make a payment of the remaining portion of such interest payment on the relevant Interest Payment Date, such non-payment shall evidence the Issuer's exercise of its discretion to cancel such remaining portion of the interest payment, and accordingly such remaining portion of the interest payment shall also not be due and payable.

(b) *Restriction on Interest Payments*

(i) Subject to the extent permitted in paragraph (b)(ii) below, the Issuer shall not make an interest payment on the Notes on any Interest Payment Date (and such interest payment shall therefore be deemed to have been cancelled and thus shall not be due and payable on such Interest Payment Date):

(x) if the Issuer has an amount of Distributable Items on such Interest Payment Date that is less than the sum of all distributions or interest payments on all other own funds instruments paid and/or required to be paid in the then financial year (for the avoidance of doubt, to the extent such distributions or interest payments are required to be made out of Distributable Items); or

(y) if and to the extent that such payment would cause a breach of any regulatory restriction or prohibition on payments on Additional Tier 1 Instruments pursuant to Applicable Banking Regulations (including, without limitation, any such restriction or prohibition relating to any Maximum Distributable Amount applicable to the Issuer and/or the Nordea Group).

(ii) The Issuer may, in its sole discretion, elect to make a partial interest payment on the Notes on any Interest Payment Date, only to the extent that such partial interest

payment may be made without breaching the restriction set out in paragraph (b)(i) above.

(c) *Effect of Interest Cancellation*

Interest will only be due and payable on an Interest Payment Date to the extent it is not cancelled in accordance with Condition 5(8)(a) and Condition 5(8)(b). Any interest cancelled (in each case, in whole or in part) in such circumstances shall not be due and shall not accumulate or be payable at any time thereafter nor constitute an enforcement event listed under Condition 8(2), and Holders shall have no rights thereto or to receive any additional interest or compensation as a result of such cancellation or deemed cancellation.

The Issuer may use such cancelled payments without restriction to meet its obligations as they fall due.

(d) *Notice of Interest Cancellation*

If practicable, the Issuer shall provide notice of any cancellation of interest (in whole or in part) to the Holders on or prior to the relevant Interest Payment Date. If practicable, the Issuer shall endeavour to provide such notice at least five (5) Business Days prior to the relevant Interest Payment Date. Failure to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such cancellation or deemed cancellation of interest, or give Holders any rights as a result of such failure.

(9) ***Benchmark Replacement (Independent Adviser)***

This Condition 5(9) shall apply to all Notes where Condition 5(9) is specified as being applicable in the relevant Pricing Supplement and does not apply in the case of Notes for which the Reference Rate specified in the relevant Pricing Supplement is TONA.

Notwithstanding the foregoing provisions of this Condition 5, if the Issuer (in consultation with the Calculation Agent (or the person specified in the relevant Pricing Supplement as the party responsible for calculating the Rate of Interest and the Interest Amount(s))) determines that a Benchmark Event has occurred when any Rate of Interest (or the relevant component part thereof) remains to be determined by reference to a Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable), then the following provisions shall apply:

(i) the Issuer shall use reasonable endeavours to appoint an Independent Adviser for the determination (with the Issuer's agreement) of a Successor Rate or, alternatively, if the Independent Adviser and the Issuer agree that there is no Successor Rate, an alternative rate (the "**Alternative Benchmark Rate**") and, in either case, an alternative screen page or source (the "**Alternative Relevant Screen Page**") and an Adjustment Spread (if applicable) no later than three (3) Business Days prior to the relevant Reset Determination Date, EURIBOR Interest Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable) (the "**IA Determination Cut-off Date**") for purposes of determining the Rate of Interest applicable to the Notes for all future Reset Periods or Interest Periods (as applicable) (subject to the subsequent operation of this Condition 5(9));

(ii) the Alternative Benchmark Rate shall be such rate as the Independent Adviser and the Issuer acting in good faith agree has replaced the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) in customary market usage for the purposes of determining floating rates of interest or reset rates of interest in respect of eurobonds denominated in the Specified Currency, or, if the Independent Adviser and the Issuer agree that there is no such rate, such other rate as the Independent Adviser and the Issuer acting in good faith agree is most comparable to the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate, and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Benchmark Rate;

(iii) if the Issuer is unable to appoint an Independent Adviser, or if the Independent Adviser and the Issuer cannot agree upon, or cannot select a Successor Rate or an Alternative Benchmark Rate and Alternative Relevant Screen Page prior to the IA Determination Cut-off Date in accordance with sub-paragraph (ii) above, then the Issuer (acting in good faith and in a commercially reasonable manner) may determine which (if any) rate has replaced the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) in customary market usage for

purposes of determining floating rates of interest or reset rates of interest in respect of eurobonds denominated in the Specified Currency, or, if it determines that there is no such rate, which (if any) rate is most comparable to the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable), and the Alternative Benchmark Rate shall be the rate so determined by the Issuer and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Benchmark Rate; provided, however, that if this sub-paragraph (iii) applies and the Issuer is unable or unwilling to determine an Alternative Benchmark Rate and Alternative Relevant Screen Page prior to the Reset Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable) in accordance with this sub-paragraph (iii), the Mid-Swap Floating Leg Benchmark Rate or Reference Rate applicable to such Reset Period or Interest Period (as applicable) shall be equal to the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) for a term equivalent to the Relevant Interest Period or Reset Period published on the Relevant Screen Page as at the last preceding Reset Date or Interest Determination Date (including a EURIBOR Interest Determination Date) (as applicable) or, in the case of the First Reset Determination Date the Mid-Swap Rate used to determine the Initial Rate of Interest, (though substituting in any such case, where a different Relevant Margin is to be applied to the relevant Reset Period or Interest Period from that which applied to the last preceding Reset Period or Interest Period or that which was used to determine the Initial Rate of Interest (as applicable), the Relevant Margin relating to the relevant Reset Period or Interest Period (as applicable), in place of the margin relating to that last preceding Reset Period or Interest Period or comprising the Initial Rate of Interest (as applicable)). For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Reset Period or Interest Period, and any subsequent Reset Periods or Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 5(9);

(iv) if a Successor Rate or an Alternative Benchmark Rate and an Alternative Relevant Screen Page is determined in accordance with the preceding provisions, such Successor Rate or Alternative Benchmark Rate and Alternative Relevant Screen Page shall be the benchmark and the Relevant Screen Page in relation to the Notes for all future Reset Periods or Interest Periods (as applicable) (subject to the subsequent operation of this Condition 5(9));

(v) If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines that (A) an Adjustment Spread is required to be applied to the Successor Rate or Alternative Benchmark Rate and (B) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or Alternative Benchmark Rate for each subsequent determination of a relevant Rate of Interest and Interest Amount(s) (or a component part thereof) by reference to such Successor Rate or Alternative Benchmark Rate;

(vi) if a Successor Rate or an Alternative Benchmark Rate and/or Adjustment Spread is determined in accordance with the above provisions, the Independent Adviser (with the Issuer's agreement) or the Issuer (as the case may be), may also specify changes to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Reset Determination Date, Reset Determination Time, Interest Determination Date and/or the definition of Mid-Swap Floating Leg Benchmark Rate or Reference Rate applicable to the Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate or Alternative Benchmark Rate and/or Adjustment Spread, which changes shall apply to the Notes for all future Reset Periods or Interest Periods (as applicable) (subject to the subsequent operation of this Condition 5(9)); and

(vii) the Issuer shall promptly, following the determination of any Successor Rate or Alternative Benchmark Rate and Alternative Relevant Screen Page and Adjustment Spread (if any), give notice thereof and of any changes pursuant to sub-paragraph (vi) above to the Calculation Agent, the Fiscal Agent and the Noteholders.

"**Benchmark Event**" means:

(A) the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or

(B) a public statement by the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that (in circumstances where no successor administrator has

been or will be appointed that will continue publication of such Mid-Swap Floating Leg Benchmark Rate or Reference Rate) it has ceased or will cease publishing such Mid-Swap Floating Leg Benchmark Rate or Reference Rate permanently or indefinitely or that it will cease to do so by a specified future date; or

(C) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that such Mid-Swap Floating Leg Benchmark Rate or Reference Rate has been or will, by a specified future date, be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that means that such Mid-Swap Floating Leg Benchmark Rate or Reference Rate will, by a specified future date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or

(E) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that, in the view of such supervisor, (i) such Mid-Swap Floating Leg Benchmark Rate or Reference Rate is or will, by a specified future date, be no longer representative of an underlying market or (ii) the methodology to calculate such Mid-Swap Floating Leg Benchmark Rate or Reference Rate has materially changed; or

(F) it has or will, by a specified date within the following six months, become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011 or such regulation as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018, if applicable).

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraphs (b), (c), (d) or (e) above, as applicable, and the specified future date in such public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed occur until the date falling six months prior to such specified future date.

Notwithstanding any other provision of this Condition 5(9), no Successor Rate or Alternative Benchmark Rate or Adjustment Spread (as applicable) will be adopted, and no other amendments to the terms of the Notes will be made pursuant to this Condition 5(9), if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the Notes as:

(A) in the case of Restricted Senior Preferred Notes or Senior Non-Preferred Notes, eligible liabilities and/or loss absorbing capacity of the Issuer and/or the Nordea Group;

(B) in the case of Dated Subordinated Notes, Tier 2 Capital of the Issuer and/or the Nordea Group; or

(C) in the case of Additional Tier 1 Write-Down Notes, Tier 1 Capital of the Issuer and/or the Nordea Group,

or, in the case of Restricted Senior Preferred Notes and Senior Non-Preferred Notes only, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to result in the Resolution Authority treating a future Interest Payment Date as the effective maturity of the Notes, rather than the relevant Maturity Date for the purposes of qualification as eligible liabilities and/or loss absorbing capacity of the Issuer and/or the Nordea Group.

(10) ***Benchmark Replacement (ARRC)***

This Condition 5(10) shall apply to all Notes where Condition 5(10) is specified as being applicable in the relevant Pricing Supplement.

If the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make

Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of Noteholders.

Any determination, decision or election that may be made by the Issuer pursuant to this Condition 5(10), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

(i) will be conclusive and binding absent manifest error;

(ii) will be made in the sole discretion of the Issuer; and

(iii) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

"**Benchmark**" means, initially, Compounded SOFR; provided that if the Issuer determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published daily SOFR used in the calculation thereof), as the case may be, or the then-current Benchmark, then "**Benchmark**" shall mean the applicable Benchmark Replacement.

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

(i) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (b) the Benchmark Replacement Adjustment;

(ii) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; or

(iii) the sum of: (a) the alternate rate of interest that has been selected by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

(i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark (including, in the case of Compounded SOFR, the daily published component used in the calculation thereof):

(i) in the case of clause (i) or (ii) of the definition of "Benchmark Transition Event", the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(ii) in the case of clause (iii) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including, in the case of Compounded SOFR, the daily published component used in the calculation thereof):

(i) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"**Corresponding Tenor**" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark;

"**Interpolated Benchmark**" with respect to the Benchmark means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (A) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (B) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor;

"**ISDA Definitions**" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Reference Time**" with respect to any determination of the Benchmark means (i) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not Compounded

SOFR, the time determined by the Issuer after giving effect to the Benchmark Replacement Conforming Changes;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under this Condition 5(10) will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 15 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

(A) confirming (x) that a Benchmark Transition Event has occurred, (y) the relevant Benchmark Replacement and, (z) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 5(10); and

(B) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.

Notwithstanding any other provision of this Condition 5(10), no Benchmark Replacement will be adopted, and no other amendments to the terms of the Notes will be made pursuant to this Condition 5(10), if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the Notes as:

(A) in the case of Restricted Senior Preferred Notes or Senior Non-Preferred Notes, eligible liabilities and/or loss absorbing capacity of the Issuer and/or the Nordea Group;

(B) in the case of Dated Subordinated Notes, Tier 2 Capital of the Issuer and/or the Nordea Group; or

(C) in the case of Additional Tier 1 Write-Down Notes, Tier 1 Capital of the Issuer and/or the Nordea Group,

or, in the case of Restricted Senior Preferred Notes and Senior Non-Preferred Notes only, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to result in the Resolution Authority treating a future Interest Payment Date as the effective maturity of the Notes, rather than the relevant Maturity Date for the purposes of qualification as eligible liabilities and/or loss absorbing capacity of the Issuer and/or the Nordea Group.

(11) ***Additional Provisions Relating to TONA***

(i) If the TONA Reference Rate is not published in respect of a Tokyo Banking Day as specified above, and the Issuer (in consultation with the Calculation Agent (or the person specified in the relevant Final Terms as the party responsible for calculating the Rate of Interest and the Interest Amount(s))) determines that both a TONA Index Cessation Event and a TONA Index Cessation Effective Date have occurred, then, in respect of such Tokyo Banking Day and (subject to the further operation of this Condition 5(11)) each Tokyo Banking Day thereafter, the TONA Reference Rate for a TONA Fixing Day occurring on or after the TONA Index Cessation Effective Date will be the JPY Recommended Rate. The Issuer shall notify the Calculation Agent and, in accordance with Condition 14, the Noteholders of any determination by the Issuer of a TONA Index Cessation Event and of any applicable JPY Recommended Rate.

(ii) If there is a JPY Recommended Rate before the end of the first Tokyo Banking Day following the TONA Index Cessation Effective Date but neither the administrator nor authorised distributors provide or publish the JPY Recommended Rate, then, subject to the below, in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published JPY

Recommended Rate. However, if there is no last provided or published JPY Recommended Rate, then in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published TONA Reference Rate.

(iii) If there is:

(A) no JPY Recommended Rate before the end of the first Tokyo Banking Day following the TONA Index Cessation Effective Date; or

(B) a JPY Recommended Rate and a JPY Recommended Rate Index Cessation Effective Date subsequently occurs in respect of such JPY Recommended Rate,

then the TONA Reference Rate for a TONA Fixing Day occurring on or after the TONA Index Cessation Effective Date or a JPY Recommended Rate Fixing Day occurring on or after the JPY Recommended Rate Index Cessation Effective Date (as applicable) will be an alternative for TONA or the JPY Recommended Rate (as applicable) determined by the Replacement Rate Agent (as defined below) acting in good faith, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing TONA or the JPY Recommended Rate (as applicable) that the Replacement Rate Agent considers sufficient for that rate to be a representative alternative rate, and the TONA Reference Rate shall be interpreted accordingly. Unless the Issuer has elected to redeem the Notes in accordance with Condition 6, the Issuer will appoint a "**Replacement Rate Agent**" on or prior to the first Tokyo Banking Day with respect to which the TONA Reference Rate is to be determined pursuant to this paragraph (iii). The Issuer may appoint an affiliate of the Issuer or any other person as Replacement Rate Agent, so long as such affiliate or other person is a leading financial institution that is experienced in the calculations or determinations to be made by the Replacement Rate Agent. The Issuer will notify the Noteholders of any such appointment in accordance with Condition 15.

As used in these Conditions:

"**JPY Recommended Rate**" means, in respect of any Tokyo Banking Day, the rate (inclusive of any spreads or adjustments) recommended as the replacement for TONA by a committee officially endorsed or convened by the Bank of Japan for the purpose of recommending a replacement for TONA (which rate may be produced by the Bank of Japan or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorised distributor in respect of such day;

"**JPY Recommended Rate Fixing Day**" means, in respect of the JPY Recommended Rate and a Tokyo Banking Day "i", the publication day specified by the administrator of the JPY Recommended Rate for the JPY Recommended Rate in its benchmark methodology;

"**JPY Recommended Rate Index Cessation Effective Date**" means, in respect of the JPY Recommended Rate and a JPY Recommended Rate Index Cessation Event, the first date on which the JPY Recommended Rate would ordinarily have been provided and is no longer provided;

"**JPY Recommended Rate Index Cessation Event**" means, in respect of the JPY Recommended Rate:

(a) a public statement or publication of information by or on behalf of the administrator of the JPY Recommended Rate announcing that it has ceased or will cease to provide the JPY Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the JPY Recommended Rate; or

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the JPY Recommended Rate, the central bank for the currency of the JPY Recommended Rate, an insolvency official with jurisdiction over the administrator of the JPY Recommended Rate, a resolution authority with jurisdiction over the administrator of the JPY Recommended Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the JPY Recommended Rate, which states that the administrator of the JPY Recommended

Rate has ceased or will cease to provide the JPY Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the JPY Recommended Rate;

"**TONA Fixing Day**" means, in respect of the TONA Reference Rate and a Tokyo Banking Day "i", the Tokyo Banking Day immediately following that day "i" (or any amended publication day for TONA as specified by the Bank of Japan (or any successor administrator of such rate) in the TONA benchmark methodology);

"**TONA Index Cessation Effective Date**" means, in respect of TONA and a TONA Index Cessation Event, the first date on which TONA would ordinarily have been provided and is no longer provided; and

"**TONA Index Cessation Event**" means, in respect of TONA:

(a) a public statement or publication of information by or on behalf of the administrator of TONA announcing that it has ceased or will cease to provide TONA permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide TONA; or

(b) a public statement or publication of information by the regulatory supervisor for the administrator of TONA, the central bank for the currency of TONA, an insolvency official with jurisdiction over the administrator of TONA, a resolution authority with jurisdiction over the administrator of TONA or a court or an entity with similar insolvency or resolution authority over the administrator of TONA, which states that the administrator of TONA has ceased or will cease to provide TONA permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide TONA.

6. Redemption and Repurchase

(a) ***Redemption at Maturity***

Unless previously redeemed, or repurchased and cancelled, Notes shall be redeemed at their principal amount (or at such other redemption amount as may be specified in the relevant Pricing Supplement) (or, in the case of Instalment Notes, in the Instalment Amounts and in such number of instalments as may be specified in or determined in accordance with the provisions of, the Pricing Supplement) on the date or dates (or, in the case of Notes which bear interest at a floating rate of interest, on the date or dates upon which interest is payable) specified in the relevant Pricing Supplement, except for Notes specified in the relevant Pricing Supplement as Additional Tier 1 Write-Down Notes which shall be perpetual and shall have no final maturity.

(b) ***Early Redemption for Taxation Reasons—Withholding Tax***

If, in relation to any Series of Notes (unless if specified as not applicable in the Pricing Supplement), as a result of any change in the laws or regulations of any Taxing Jurisdiction or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws or regulations which becomes effective on or after the Issue Date of such Notes or, in the case of Unrestricted Senior Preferred Notes, any earlier date specified in the relevant Pricing Supplement on the occasion of the next payment due in respect of such Notes the Issuer would be required to pay additional amounts as provided in Condition 9 (a "**Withholding Tax Event**"), the Issuer may, at any time following the occurrence of such Withholding Tax Event, at its option and subject (to the extent applicable) to the Conditions to Redemption and (where applicable) to Condition 6(k) and, having given not less than 15 nor more than 60 days' notice (ending, in the case of Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders in accordance with Condition 15 (which notice shall be irrevocable, other than in the case of Additional Tier 1 Write-Down Notes) redeem all (but not some only, unless and to the extent that the relevant Pricing Supplement specifies otherwise, in relation to Unrestricted Senior Preferred Notes) the Notes of the relevant Series at their Outstanding Principal Amount (or such other redemption amount as may be specified in the relevant Pricing Supplement or at the redemption amount referred to in Condition 6(j)), together with accrued interest (if any) thereon (in the case of Additional Tier 1 Write-Down Notes, excluding any interest cancelled in accordance with Condition 5(8)).

(c) ***Early Redemption as a result of a Tax Event***

At any time following the occurrence of a Tax Event in respect of any Series of Notes (unless specified as not applicable in the Pricing Supplement), but subject (to the extent applicable) to the Conditions to Redemption and (where applicable) to Condition 6(l) the Issuer may having given not less than 15 days' nor more than 60 days' notice (ending, in the case of Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders in accordance with Condition 15 (which notice shall be irrevocable, other than in the case of Additional Tier 1 Write-Down Notes) redeem all (but not some only) of the outstanding Series of Notes at any time at a redemption amount equal to their Outstanding Principal Amount (or such other redemption amount as may be specified in the relevant Pricing Supplement) together with interest accrued to but excluding the date of redemption (excluding any interest cancelled in accordance with Condition 5(8)).

(d) ***Early Redemption of Restricted Senior Preferred Notes, Senior Non-Preferred Notes or Dated Subordinated Notes as a result of an MREL Disqualification Event***

Unless specified as not applicable in the Pricing Supplement and subject (to the extent applicable) to the Conditions to Redemption, if an MREL Disqualification Event has occurred and is continuing, the Issuer may from (and including) the MREL Disqualification Event Effective Date, at its option having given not less than 15 days' nor more than 60 days' notice (ending, in the case of Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders in accordance with Condition 15 (which notice shall be irrevocable), redeem all (but not some only) of the relevant Series of Notes at their Outstanding Principal Amount (or such other redemption amount as may be specified in the relevant Pricing Supplement) together with interest (accrued to but excluding the date of redemption, subject to these Conditions).

(e) ***Early Redemption as a result of a Capital Event***

At any time following the occurrence of a Capital Event in respect of any Subordinated Notes (unless specified as not applicable in the Pricing Supplement) but subject to the Conditions to Redemption and (where applicable) to Condition 6(l), the Issuer may, at its option, having given not less than 15 days' nor more than 60 days' notice (ending, in the case of Subordinated Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders in accordance with Condition 15 (which notice shall be irrevocable, other than in the case of Additional Tier 1 Write-Down Notes), at any time redeem all (but not some only) of the Dated Subordinated Notes or Additional Tier 1 Write-Down Notes, as the case may be, of the relevant Series at its Outstanding Principal Amount (or such other redemption amount as may be specified in the relevant Pricing Supplement or at the redemption amount referred to in Condition 6(j)), together with interest (if any) accrued to but excluding the date of redemption (in the case of Additional Tier 1 Write-Down Notes, excluding any interest cancelled in accordance with Condition 5(8)).

(f) ***Optional Early Redemption (Call)***

If this Condition 6(f) is specified in the relevant Pricing Supplement as being applicable, then the Issuer may (subject (to the extent applicable) to the Conditions to Redemption and (where applicable) to Condition 6(l) and, if specified as being applicable in the relevant Pricing Supplement in respect of Additional Tier 1 Write-Down Notes, other than when the prevailing Outstanding Principal Amount of a Note is less than the Original Principal Amount) upon the expiry of the appropriate notice and subject to such terms and conditions as may be specified in the relevant Pricing Supplement, redeem on any Optional Redemption Date(s) in whole or, in relation to Unrestricted Senior Preferred Notes only for which it is so specified in the relevant Pricing Supplement, in part, the Notes of the relevant Series at its Outstanding Principal Amount (or such other redemption amount (the "**Optional Redemption Amount**") as may be specified in the relevant Pricing Supplement), together with accrued interest (if any) thereon (in the case of Additional Tier 1 Write-Down Notes, excluding any interest cancelled in accordance with Condition 5(8)). Notes denominated in Pounds Sterling may not be redeemed prior to one year and one day from the Issue Date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Pricing Supplement, then the redemption amount shall in no event be greater than the maximum or be less than the minimum so specified.

The appropriate notice referred to in this Condition 6(f) is a notice given by the Issuer to the Fiscal Agent and the Holders of the Notes not less than 15 days (or such lesser or other period as may be specified in the relevant Pricing Supplement) prior to the relevant Optional Redemption Date, which notice shall be signed by two duly authorised officers of the Issuer and shall specify:

(i) the Series of Notes subject to redemption;

(ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate Outstanding Principal Amount of the Notes which are to be redeemed;

(iii) the relevant Optional Redemption Date; and

(iv) the amount at which such Notes are to be redeemed, which shall be their Outstanding Principal Amount (or such other amount as may be specified in the relevant Pricing Supplement) together with, in the case of Notes which bear interest, accrued interest thereon (in the case of Additional Tier 1 Write-Down Notes, excluding any interest cancelled in accordance with Condition 5(8)).

Other than in respect of any Additional Tier 1 Write-Down Notes, any such notice shall be irrevocable, and the delivery thereof shall oblige the Issuer to make the redemption therein specified.

The "**Optional Redemption Date(s)**" shall be specified in the relevant Pricing Supplement and shall, in the case of Notes which bear interest at a floating rate at the time of redemption, be a date upon which interest is payable.

(g) ***Partial Redemption***

If some only of the Notes of a Series are to be redeemed in part only on any date in accordance with Condition 6(f), the Notes shall be redeemed pro rata to their Outstanding Principal Amount, subject always to compliance with all applicable laws, and the rules of each listing authority, stock exchange and/or quotation system (if any) on which the Notes have then been admitted to listing, trading and/or quotation and, if applicable, the rules of DTC, Euroclear and Clearstream, Luxembourg (to be reflected in the records of DTC, Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion).

(h) ***Optional Early Redemption (Put)***

This Condition 6(h) shall only be applicable to Unrestricted Senior Preferred Notes, if so specified in the relevant Pricing Supplement. If "Put Option" is specified in the relevant Pricing Supplement as being applicable to Unrestricted Senior Preferred Notes, then the Issuer shall, upon the exercise of the relevant option by the Holder of any such Note of the relevant Series, redeem such Note on the date or the next of the dates specified in the relevant Pricing Supplement at its Outstanding Principal Amount (or such other redemption amount (the "**Optional Redemption Amount**") as may be specified in the relevant Pricing Supplement), together with accrued interest (if any) thereon. In order to exercise such option, the Holder must, not less than forty-five days before the date so specified (or such other period as may be specified in the relevant Pricing Supplement), deposit the relevant Note with the Fiscal Agent together with a duly completed redemption notice in the form which is available from the corporate trust office of any Paying Agent.

(i) ***Clean-up Call Option***

If Clean-up Call Option is specified in the relevant Pricing Supplement as being applicable and if, at any time (other than as a direct result of a redemption of some, but not all, of the Notes at a price greater than the Outstanding Principal Amount of the Notes at the Issuer's option pursuant to Condition 6(f) (*Optional Early Redemption (Call)*)), the Outstanding Principal Amount of the Notes of the relevant Series is 25 per cent (or such other amount as may be specified as the Clean-up Call Threshold in the relevant Pricing Supplement) or less of the aggregate nominal amount of the Notes originally issued (and, for these purposes, any further Notes issued pursuant to Condition 17 (*Further Issues*) and consolidated with the Notes as part of the same Series shall be deemed to have been originally issued), subject to the extent applicable, to the Conditions to Redemption set out in Condition 6(k) (*Conditions to Redemption or Repurchase*), the Issuer may redeem all (but not some only) of the remaining outstanding Notes on any date (or, if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable, on any Interest Payment Date) upon giving not less than 15 nor more than 60 days' notice to the Holders (or such other notice period as may be specified in the relevant Pricing Supplement) (which notice shall specify the date for redemption and shall be irrevocable), at the Optional Redemption Amount (Clean-up Call) (as specified in the relevant Pricing Supplement) together with any accrued and unpaid interest up to (but excluding) the date of redemption.

(j) ***Early Redemption of Non-interest Bearing Notes***

The redemption amount payable in respect of any non-interest bearing Note upon redemption of such Note pursuant to Condition 6(b) or, if applicable, Condition 6(f), 6(h) or 6(i), or upon it becoming due

and payable as provided in Condition 8 shall be the Amortised Face Amount (calculated as provided below) of such Notes.

(i) Subject to the provisions of sub-paragraph (ii) below, the Amortised Face Amount of any such Note shall be the sum of (A) the Reference Price specified in the relevant Pricing Supplement and (B) the aggregate amortisation of the difference between the principal amount of such Note from its Issue Date to the date on which such Note becomes due and payable at a rate per annum (expressed as a percentage) equal to the Accrual Yield specified in the relevant Pricing Supplement compounded annually and the Reference Price. Where such calculation is to be made for a period of less than one year, it shall be made on the basis of a 360 day year consisting of 12 months of 30 days each or such other calculation basis as may be specified in the relevant Pricing Supplement.

(ii) If the redemption amount payable in respect of any such Note upon its redemption pursuant to Condition 6(b) or, if applicable, Condition 6(f), 6(h) or 6(i), or upon it becoming due and payable as provided in Condition 8 is not paid when due, the redemption amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (i) above, except that sub-paragraph shall have effect as though the reference therein to the date on which the Note becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph will continue to be made (as well after as before judgment), until the Relevant Date unless the Relevant Date falls on or after the Maturity Date or date scheduled for redemption, in which case the amount due and payable shall be the principal amount of such Note.

(k) ***Conditions to Redemption or Repurchase***

Other than a redemption at maturity in accordance with Condition 6(a), the Issuer may redeem or repurchase the Notes (and give notice thereof to the Holders) only if such redemption or repurchase is in accordance with the Applicable Banking Regulations (including any applicable limits provided in Article 78(1) of CRR) and it has been granted the prior permission of the Competent Authority (in the case of Subordinated Notes) or the Resolution Authority (in the case of Restricted Senior Preferred Notes or Senior Non-Preferred Notes or Dated Subordinated Notes (to the extent that such Dated Subordinated Notes have ceased to qualify, in whole but not in part, as Tier 2 Capital)), in each such case, if such permission is then required under the Applicable Banking Regulations (and provided that any failure by the Competent Authority or the Resolution Authority (as applicable) to grant any permission then required by Applicable Banking Regulations shall not constitute an Enforcement Event for any purpose in relation to the Notes), and in addition:

(i) before or at the same time as such redemption or repurchase of the Notes, the Issuer replaces the Notes with own funds instruments (or, in the case of the Senior Non-Preferred Notes, Restricted Senior Preferred Notes and Dated Subordinated Notes (to the extent that such Dated Subordinated Notes have ceased to qualify, in whole but not in part, as Tier 2 Capital), eligible liabilities instruments) of an equal or higher quality on terms that are sustainable for its income capacity; or

(ii) the Issuer has demonstrated to the satisfaction of the Competent Authority or Resolution Authority, as the case may be, that its own funds and eligible liabilities would, following such redemption or repurchase, exceed the requirements under the Applicable Banking Regulations by a margin that (in the case of the Senior Non-Preferred Notes, Restricted Senior Preferred Notes or Dated Subordinated Notes (to the extent that such Dated Subordinated Notes have ceased to qualify, in whole but not in part, as Tier 2 Capital)), the Resolution Authority in agreement with the Competent Authority or, (in the case of the Subordinated Notes) the Competent Authority, considers necessary; or

(iii) in the case of Senior Non-Preferred Notes, Restricted Senior Preferred Notes or Dated Subordinated Notes (to the extent that such Dated Subordinated Notes have ceased to qualify, in whole but not in part, as Tier 2 Capital), the Issuer has demonstrated to the satisfaction of the Resolution Authority that the partial or full replacement of the eligible liabilities with own funds instruments is necessary to ensure compliance with the own funds requirements laid down in the CRD for continuing authorisation; and

(iv) further, in the case of any redemption or repurchase before five years after the issue date of the Subordinated Notes only:

(A) the conditions listed in paragraphs (i) or (ii) above are met;

(B) in the case of redemption due to the occurrence of a Capital Event, (i) the Competent Authority considers such change to be sufficiently certain and (ii) the Issuer demonstrates to the satisfaction of the Competent Authority that the Capital Event was not reasonably foreseeable at the time of the issuance of the Notes; or

(C) in the case of redemption due to the occurrence of a Withholding Tax Event or Tax Event, the Issuer demonstrates to the satisfaction of the Competent Authority that such Withholding Tax Event or Tax Event is material and was not reasonably foreseeable at the time of issuance of the Notes; or

(D) before or at the same time of such redemption or repurchase, the Issuer replaces the Notes with own funds instruments of equal or higher quality at terms that are sustainable for its income capacity and the Competent Authority has permitted that action on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances; or

(E) the Subordinated Notes are repurchased for market making purposes,

(the "**Conditions to Redemption**").

(l) ***Trigger Event Post Redemption Notice***

In the case of Notes specified in the relevant Pricing Supplement as Additional Tier 1 Write-Down Notes, if the Issuer has elected to redeem such Notes but prior to the payment of the redemption amount with respect to such redemption, a Trigger Event occurs, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect, no payment of the redemption amount will be due and payable and Write Down shall apply in accordance with Condition 7 (*Loss Absorption Mechanism*).

(m) ***Repurchase of the Notes***

The Issuer and its subsidiaries (if any) may, if in accordance with the Applicable Banking Regulations (including any applicable limits provided in Article 78(1) of CRR), repurchase Notes in the open market or otherwise and at any price and provided that any such repurchases shall be subject to the Conditions to Redemption set out above.

(n) ***Cancellation of Redeemed and Repurchased Notes***

All Notes redeemed or repurchased in accordance with this Condition 6 will be cancelled and may not be reissued or resold. References in this Condition 6(n) to the repurchase of the Notes by the Issuer shall not include the repurchase of Notes in the ordinary course of business of dealing in securities or the repurchase of Notes otherwise than as beneficial owner.

7. Loss Absorption Mechanism

This Condition 7 is applicable in relation to the Notes specified in the relevant Pricing Supplement as being Additional Tier 1 Write-Down Notes.

(a) ***Write Down***

(i) *Write Down Upon Trigger Event*

If a Trigger Event has occurred at any time, the Issuer shall write down the Outstanding Principal Amount of each Note (in whole or in part, as applicable) by writing down such Outstanding Principal Amount (in whole or in part, as applicable) on the Write Down Effective Date in accordance with the Write Down Procedure. Under no circumstances shall such written down Outstanding Principal Amount be reinstated, except where the relevant Pricing Supplement specifies "Reinstatement" as applicable to the Notes and then only to the extent of any Reinstatement. The Write Down shall occur without delay (and within one month or such shorter period as the Competent Authority may require at the latest) upon the occurrence of a Trigger Event.

Upon the occurrence of a Trigger Event, the Issuer shall immediately inform the Competent Authority and shall deliver to the Holders notice in accordance with Condition 15 specifying (i) that a Trigger Event has occurred and (ii) the Write Down Effective Date or expected Write

Down Effective Date. Failure to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such Write Down, or give Holders any rights as a result of such failure.

Other than in the case where the relevant Pricing Supplement specifies "Reinstatement" as applicable to the Notes and then only to the extent of any Reinstatement, following a Write Down, no Holder will have any rights against the Issuer with respect to the repayment of any principal amount to the extent so written down or the payment of interest on any principal amount that has been so written down or any other amount on or in respect of any principal amount that has been so written down. Furthermore, any interest on any principal amount that is to be written down on the relevant Write Down Effective Date, in respect of an interest period ending on any Interest Payment Date falling between the date of a Trigger Event and the Write Down Effective Date shall also be deemed to have been cancelled upon the occurrence of such Trigger Event and shall not be due and payable.

A Trigger Event may occur on more than one occasion and the Outstanding Principal Amount of each Note may be written down on more than one occasion provided that the Outstanding Principal Amount of a Note may never be reduced to below zero unless the relevant Pricing Supplement specifies "Reinstatement" as applicable to the Notes, in which case, the Outstanding Principal Amount of such Note may never be reduced to below the smallest unit of the Specified Currency of such Note.

Any Write Down of a Note shall not constitute an enforcement event or a breach of the Issuer's obligations or duties or a failure to perform by the Issuer in any manner whatsoever and shall not, of itself, entitle Holders to petition for the insolvency or dissolution of the Issuer or otherwise.

(ii) *Write Down Procedure*

Write Down Notice

If a Trigger Event has occurred at any time, the Issuer shall deliver a Write Down Notice to the Holders, as soon as reasonably practicable, and in any event not more than five (5) Business Days after such determination.

The Write Down Notice shall be sufficient evidence of the occurrence of such Trigger Event and will be conclusive and binding on the Holders.

Write Down

(A) On the Write Down Effective Date, the Issuer shall write down an aggregate principal amount of each Note equivalent to the relevant Write Down Amount of each Note by writing down the Outstanding Principal Amount of such Note by the relevant Write Down Amount. The Notes shall be permanently cancelled upon the Outstanding Principal Amount being reduced to zero, unless the relevant Pricing Supplement specifies "Reinstatement" as applicable to the Notes.

(B) Notwithstanding that certain Loss Absorbing Instruments may be utilised and converted or utilised and written down in full (on a temporary or permanent basis in accordance with their terms), the Issuer will first to the extent possible procure that the outstanding principal amount of each security forming part of any series of Loss Absorbing Instruments to be converted or written down (as the case may be) concurrently (or substantially concurrently) is, or has been, utilised and converted or utilised and written down (in accordance with its terms) on a pro rata basis with the Outstanding Principal Amount of each Note.

Simultaneously with the delivery of the Write Down Notice to the Holders, or as soon as possible thereafter, the Issuer shall procure that a similar notice is, or has been, given in respect of any such Loss Absorbing Instruments (in accordance with their terms).

If, in connection with the Write Down or the calculation of the Write Down Amount, there are outstanding any Loss Absorbing Instruments the terms of which provide that they shall be written down and/or converted in full and not in part only (the "**Full Loss Absorbing Instruments**") then: (a) the provision that a Write Down of the Notes should be effected pro rata with the write down and/or conversion, as the case may be, of any Loss Absorbing

Instruments shall not be construed as requiring the Notes to be Written Down in full solely by virtue of the fact that such Full Loss Absorbing Instruments may be written down and/or converted in full; and (b) for the purposes of calculating the Write Down Amount, the Full Loss Absorbing Instruments will be treated (for the purposes only of determining the write down of principal and/or conversion, as the case may be, among the Notes and any Loss Absorbing Instruments on a pro rata basis) as if their terms permitted partial write down and/or conversion, such that the write down and/or conversion of such Full Loss Absorbing Instruments shall be deemed to occur in two concurrent stages: (x) first, the principal amount of such Full Loss Absorbing Instruments shall be written down and/or converted pro rata (in the manner contemplated above) with the Notes and all other Loss Absorbing Instruments to the extent necessary to restore the CET1 Ratios of both the Issuer and the Nordea Group (in relation to a Combined Trigger Event) or the Nordea Group only (in relation to a Group Trigger Event) to at least the Trigger Level and (y) secondly, the balance (if any) of the principal amount of such Full Loss Absorbing Instruments remaining following (x) shall be written off and/or converted, as the case may be, with the effect of increasing the CET1 Ratio(s) mentioned in (x) above the Trigger Level.

(b) ***Reinstatement***

If "Reinstatement" is specified as applicable in the relevant Pricing Supplement, then this Condition 7(b) shall apply to the Notes.

(i) *Reinstatement after Write Down*

If a positive Net Profit of both the Issuer and the Nordea Group is recorded at any time while the Outstanding Principal Amount of the Notes is less than the Original Principal Amount of the Notes, the Issuer may, at its sole and absolute discretion, reinstate and write up the Outstanding Principal Amount of the Notes in whole or in part in accordance with the Reinstatement Procedure (a "**Reinstatement**").

A Reinstatement may occur on more than one occasion provided that the Outstanding Principal Amount of a Note may never exceed its Original Principal Amount.

No Reinstatement may take place if (i) a Trigger Event has occurred in respect of which the Write Down has not occurred, (ii) a Trigger Event has occurred in respect of which Write Down has occurred but the CET1 Ratios of both the Issuer and the Nordea Group (in relation to a Combined Trigger Event) or the Nordea Group only (in relation to a Group Trigger Event) have not been restored to, or above, the Trigger Level or (iii) the Reinstatement (either alone or together with all simultaneous reinstatements of other Written Down Additional Tier 1 Instruments) would cause a Trigger Event to occur.

(ii) *Reinstatement Procedure*

Reinstatement Notice

If the Issuer exercises such discretion to effect a Reinstatement it shall give notice thereof to Holders specifying the Reinstatement Amount and the Reinstatement Effective Date (the "**Reinstatement Notice**").

Reinstatement Amount

The Reinstatement Amount shall be set by the Issuer at its discretion, save that it shall, when aggregated together with the reinstatement of the outstanding principal amount of all Equal Trigger Temporary Write Down Instruments and distributions of the kind referred to in Article 141(2) of the Capital Requirements Directive, be limited to the extent necessary to ensure the Maximum Distributable Amount is not exceeded thereby and provided that the sum of:

(i) the aggregate amount of the relevant reinstatement on all the Notes (out of the same Relevant Profits);

(ii) the aggregate amount of any payments of interest in respect of the Notes that were paid on the basis of an Outstanding Principal Amount lower than the Original Principal Amount at any time after the Reference Date;

(iii) the aggregate amount of the relevant reinstatement on Written Down Additional Tier 1 Instruments at the time of the relevant Reinstatement (out of the same Relevant Profits); and

(iv) the aggregate amount of any payments of interest or distributions in respect of each Written Down Additional Tier 1 Instruments that were paid on the basis of a prevailing principal amount that is lower than the principal amount it was issued with at any time after the Reference Date,

does not exceed the Maximum Reinstatement Amount.

Effecting the Reinstatement

On the Reinstatement Effective Date and subject to the prior consent of the Competent Authority (to the extent such consent is required by the Applicable Banking Regulations), the Issuer shall cause the Outstanding Principal Amount of each Note to be reinstated and written up by an amount equal to the relevant Reinstatement Amount on a pro rata basis with each Note.

8. Enforcement Events

Unless expressly stated otherwise in the relevant Pricing Supplement, all Senior Preferred Notes shall be Restricted Senior Preferred Notes subject to the Restricted Enforcement Events set out in Condition 8(2) (*Restricted Enforcement Events—Senior Non-Preferred Notes, Subordinated Notes or Restricted Senior Preferred Notes*) below.

(1) ***Unrestricted Enforcement Events—Unrestricted Senior Preferred Notes***

(a) This Condition 8(1) is applicable in relation to Unrestricted Senior Preferred Notes.

(b) Unless otherwise specified in the Pricing Supplement, the following events or circumstances (each an "**Enforcement Event**") shall be enforcement events in relation to the Notes:

(i) default is made by the Issuer in the payment of any principal for a period of 7 days or any interest for a period of 14 days in respect of any such Notes, after in each case the date when due; or

(ii) default is made by the Issuer in the performance or observance of any other obligation, condition or provision binding on it under any of such Notes and such default continues for 45 days after written notice of such failure has first been given to the Fiscal Agent by the Holder of any such Note at the time outstanding, requiring the Issuer to remedy the same; or

(iii) an order is made or an effective resolution is passed for the dissolution or liquidation of the Issuer (except for the purposes of a merger, reconstruction or amalgamation under which the continuing entity effectively assumes the entire obligation of the Issuer under the Notes) or the Issuer is adjudicated or found bankrupt or insolvent by any competent court; or

(iv) the Issuer stops payment or (except for the purposes of such a merger, reconstruction or amalgamation as is referred to in sub-paragraph (iii) above) ceases to carry on the whole or substantially the whole of its business, or an encumbrancer takes possession or a receiver is appointed of the whole or any part of the undertaking or assets of the Issuer or a distress of execution is levied or enforced upon or sued out against any of the chattels or property of the Issuer and is not in any such case discharged within 30 days, or any order is made or effective resolution passed by the Issuer applying for or granting a suspension of payments or appointing a liquidator, receiver or trustee of the Issuer or of a substantial part of its undertaking or assets.

(c) If any Enforcement Event shall occur in relation to any Series of Notes, any Holder of any Note of the relevant Series may by written notice to the Issuer declare such Note and (if the Note is interest bearing) all interest then accrued on such Note to be forthwith due and payable, whereupon the same shall become immediately due and payable at its principal amount (or, in the case of a Note which is not interest bearing, at the redemption amount referred to in Condition 6(j) or such other amount as may be specified in the relevant Pricing Supplement) without presentment, demand, protest or other notice of any kind, all of which the Issuer will expressly waive, anything contained in such Notes to the contrary notwithstanding, unless prior to the time when the Issuer receives such notice all Enforcement Events in respect of all the Notes shall have been cured.

(2) ***Restricted Enforcement Events—Senior Non-Preferred Notes, Subordinated Notes or Restricted Senior Preferred Notes***

(a) This Condition 8(2) is applicable in relation to Senior Non-Preferred Notes, Subordinated Notes and Restricted Senior Preferred Notes.

(b) If:

(i) the Issuer shall, in respect of any Dated Subordinated Note, Senior Non-Preferred Note or Senior Preferred Note, default in the payment of any principal for a period of 7 days after the date when due, and, in respect of any Additional Tier 1 Write-Down Note, default for a period of 7 days in the payment of principal that has become due and payable in accordance with any redemption of such Additional Tier 1 Write-Down Notes; or

(ii) the Issuer shall, in respect of any Dated Subordinated Note, Senior Non-Preferred Note or Senior Preferred Note, default for a period of 14 days in the payment of interest due on any such Note on an Interest Payment Date or any other date on which the payment of interest is compulsory; or

(iii) an order is made or an effective resolution is passed for the winding up or liquidation of the Issuer (except for the purpose of a merger, reconstruction or amalgamation under which the continuing entity effectively assumes the entire obligations of the Issuer under the Notes) or the Issuer is otherwise declared bankrupt or put into liquidation, in each case, by a court or agency or supervisory authority in the Relevant Jurisdiction or elsewhere having jurisdiction in respect of the same,

the Holder of any Note may, to the extent permitted by applicable law:

(x) (in the case of (i) and (ii) above) institute proceedings for the Issuer to be declared bankrupt or its winding-up or liquidation, in each case, in the Relevant Jurisdiction and not elsewhere, and prove or claim in the bankruptcy or liquidation of the Issuer; and/or

(y) (in the case of (iii) above) prove or claim in the winding up or liquidation or as the case may be, bankruptcy or liquidation of the Issuer, whether in the Relevant Jurisdiction or elsewhere and instituted by the Issuer itself or by a third party,

but (in either case) the Holder of such Note may claim payment in respect of such Note only in the winding up or liquidation or as the case may be, bankruptcy or liquidation of the Issuer.

(c) In any of the events or circumstances described in Condition 8(2)(b)(iii) above, the Holder of any Note may, by notice to the Issuer, declare such Note to be due and payable, and such Note shall accordingly become due and payable at its Outstanding Principal Amount together with accrued (and uncancelled) interest to the date of payment, but subject to such Holder only being able to claim payment in respect of such Note in the winding up or liquidation or as the case may be, bankruptcy or liquidation of the Issuer and provided that, in respect of any Additional Tier 1 Write-Down Notes, where any such event occurs after the date on which a Trigger Event occurs but before the relevant Write Down Effective Date, the Holder of any such Notes may only declare such Notes to be due and payable to the extent of its Outstanding Principal Amount (if any) as reduced by the relevant Write Down Amount in respect of such Trigger Event, together with accrued (and uncancelled) interest to the date of payment.

(d) The Holder of any Note may at its discretion institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition, undertaking or provision binding on the Issuer under such Notes (other than, without prejudice to Condition 8(2)(b)(i) or Condition 8(2)(b)(ii) above, any obligation for the payment of any principal or interest in respect of such Notes) provided that the Issuer shall not by virtue of the institution of any such proceedings be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it, except with the prior approval of the Competent Authority (in the case of Subordinated Notes) or the Resolution Authority (in the case of Restricted Senior Preferred Notes or Senior Non-Preferred Notes) (in either case, if such approval is then required under the Applicable Banking Regulations).

(e) No remedy against the Issuer, other than as provided in Conditions 8(2)(b), 8(2)(c) and 8(2)(d) above shall be available to the Holders of the Notes, whether for the recovery of amounts owing in respect of such Notes or in respect of any breach by the Issuer of any of its obligations or undertakings with respect to such Notes.

For the avoidance of doubt a resolution of the Issuer or any moratorium in respect of the Issuer or any exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority will not constitute an enforcement event or a breach of the Issuer's obligations or duties in respect of the Notes, or a failure to perform any of the Issuer's obligations or duties in respect of the Notes in any manner whatsoever, and shall not, of itself, entitle Holders to petition for the winding up or liquidation of the Issuer.

9. Taxation

(a) All amounts payable in cash or in kind (whether in respect of interest or, in the case of Unrestricted Senior Preferred Notes only, principal, redemption amount, interest or otherwise) in respect of the Notes will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Taxing Jurisdiction, unless the withholding or deduction of such taxes or duties is required by law. In the event that a payment of interest or, in the case of Unrestricted Senior Preferred Notes only, of principal, redemption amount, interest or otherwise, is subject to withholding or deduction of such taxes or duties is required by law, the Issuer will pay such additional amounts as may be necessary in order that the net amounts receivable by the Holders after such withholding or deduction shall equal the respective amounts which would have been receivable in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to payment in respect of any Note presented for payment (where presentation is required):

(i) in the Taxing Jurisdiction;

(ii) more than 30 days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of 30 days; or

(iii) by or on behalf of, a Holder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority,

and except that no such additional amounts shall be payable in respect of payment in respect of any Note the Holder or a beneficial owner of which is liable to such taxes or duties by reason of his having some connection with the Taxing Jurisdiction, as the case may be, other than the mere holding of such Note.

Nor will additional amounts be paid with respect to any payment of principal or interest on a Note to any Holder that is a fiduciary or partnership or other than the sole beneficial owner of any such payment to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such partnership or the beneficial owner would not have been entitled to the additional amounts had such beneficiary, settlor, member or beneficial owner been the Holder of such Note. The obligation to pay taxes, duties, assessments and governmental charges shall not apply to (a) any estate, inheritance, gift, sales, transfer, personal property or any similar tax, assessment or other governmental charge or (b) any tax, assessment or other governmental charge which is payable otherwise than by deduction or withholding from payments in cash or in kind of principal, redemption amount, interest, reconversion or otherwise.

(b) For the purposes of these Conditions, the "**Relevant Date**" means the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Fiscal Agent on or prior to such due date, it means the first date on which the full amount of such moneys has been so received and notice to that effect shall have been duly given to the Holders of the Notes of the relevant Series in accordance with Condition 15.

(c) Any reference in these Conditions to principal, redemption amount and/or interest in respect of the Notes, other than the Subordinated Notes or Senior Non-Preferred Notes or Restricted Senior Preferred Notes and any reference to interest in respect of Subordinated Notes or Senior Non-Preferred Notes or Restricted Senior Preferred Notes, shall be deemed also to refer to any additional amounts which may be payable under this Condition 9 or any undertaking given in addition thereto or in substitution therefor. For the avoidance of doubt, no additional amounts shall be payable by the Issuer in respect of payments of principal under such Subordinated Notes or Senior Non-Preferred Notes or Restricted Senior Preferred Notes. The mandatory restrictions on interest payments on Additional Tier 1 Write-Down Notes under Condition 5(8)(b) shall apply to any additional amounts on Additional Tier 1 Write-Down Notes *mutatis mutandis*.

(d) Notwithstanding anything in this Condition 9 or Condition 10 (*Payments*) to the contrary, none of the Issuer, any paying agent or any other person shall be required to pay any additional amounts with respect to any withholding or deduction imposed on or in respect of any Note pursuant to Sections 1471 to 1474

of the U.S. Internal Revenue Code of 1986, as amended ("**FATCA**"), any treaty, law, regulation, intergovernmental agreement implementing legislation or other official guidance enacted by the Taxing Jurisdiction implementing FATCA, or any agreement between the Issuer or any other person making payments on behalf of the Issuer and the United States or any authority thereof implementing FATCA.

10. Payments

(1) ***Payments—Bearer Notes***

(a) This Condition 10(1) is applicable in relation to Bearer Notes.

(b) Payment of amounts (including accrued interest) due on the redemption of Bearer Notes will be made against presentation and, save in the case of a partial redemption by reason of insufficiency of funds or payment of an Instalment Amount (other than the final Instalment Amount), surrender of the relevant Bearer Notes to or to the order of any of the Paying Agents.

Payment of Instalment Amounts (other than the final Instalment Amount) in respect of an Instalment Note will be made against presentation of the Bearer Note together with (whether applicable) the relevant Receipt and surrender of such Receipt.

The Receipts are not and shall not in any circumstances be deemed to be documents of title and if separated from the Bearer Note to which they relate will not represent any obligation of the Issuer.

Accordingly, the presentation of a Bearer Note without the relative Receipt or the presentation of a Receipt without the Bearer Note to which it appertains shall not entitle the Holder to any payment in respect of the relevant Instalment Amount.

(c) Payment of amounts due in respect of interest on Bearer Notes will be made:

(i) in the case of a Temporary Global Note or Permanent Global Note, against presentation of the relevant Temporary Global Note or Permanent Global Note at the specified office of any of the Paying Agents outside the United States and, in the case of a Temporary Global Note, upon due certification as required therein;

(ii) in the case of Definitive Bearer Notes without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Definitive Notes at the specified office of any of the Paying Agents outside the United States; and

(iii) in the case of Definitive Bearer Notes delivered with Coupons attached thereto at the time of the initial delivery, against surrender of the relevant Coupons at the specified office of any of the Paying Agents outside the United States.

(d) If the due date for payment of any amount due (whether in respect of principal, interest or otherwise) in respect of any Bearer Notes is not a Business Day, then the Holder thereof will not be entitled to payment thereof until the next following such Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these Conditions.

(e) Each Definitive Bearer Note initially delivered with Coupons or Receipts attached thereto should be surrendered for final redemption together with all unmatured Coupons or Receipts appertaining thereto, failing which:

(i) in the case of Definitive Bearer Notes which bear interest at a fixed rate or rates, the amount of any missing unmatured Coupons will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time prior to the tenth anniversary of the due date of such final redemption or, if later, the fifth anniversary of the date of maturity of such Coupon; and

(ii) in the case of Definitive Bearer Notes which bear interest at, or at a margin above or below, a floating rate, all unmatured Coupon relating to such Definitive Bearer Notes (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them.

(iii) in the case of Bearer Notes initially delivered with Receipts attached thereto, all Receipts relating to such Bearer Notes in respect of a payment of an Instalment Amount which (but for such redemption) would have fallen due on a date after such due date for redemption (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them.

(2) ***Payments—Registered Notes***

(a) This Condition 10(2) is applicable in relation to Registered Notes.

(b) Payments of amounts (including accrued interest) due on the final redemption of Registered Notes will be made against presentation and, save in the case of a partial redemption by reason of insufficiency of funds, surrender of the relevant Registered Notes at the specified corporate trust office of the Fiscal Agent. If the due date for payment of the final redemption amount of Notes is not a Business Day, the Holder thereof will not be entitled to payment thereof until the next following such Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these Conditions.

(c) Payment of amounts (whether principal, interest or otherwise) due (other than in respect of the final redemption of Notes) in respect of the Notes will be paid to the Holders thereof (or, in the case of joint Holders, the first-named) as appearing in the Note Register as of opening of business (New York time) on the fifteenth New York Banking Day before the due date for such payment (the "**Record Date**").

(d) Notwithstanding the provisions of Condition 10(3)(b) (*Payments—General Provisions*), payments of interest due (other than in respect of the final redemption of Notes) in respect of Registered Notes will be made by a check drawn on a bank in the Relevant Financial Centre and posted to the address (as recorded in the Note Register) of the Holder thereof, (or, in the case of joint Holders, the first-named) on the Business Day immediately preceding the relevant date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first named) has applied to the Fiscal Agent and the Fiscal Agent has acknowledged such applications for payment to be made to a designated account (in the case aforesaid, a non-resident account with an authorised foreign exchange bank).

(3) ***Payments—General Provisions***

(a) Save as otherwise specified herein, this Condition 10 is applicable in relation to Notes whether in bearer or in registered form.

(b) Payments of amounts due (whether in respect of principal, interest or otherwise) in respect of Notes denominated in a currency other than euro will be made by check drawn on, or by transfer to, an account maintained by the payee with, a bank in the Relevant Financial Centre and in respect of a Note denominated in euro by check drawn on, or by transfer to, an euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the European Union.

11. Prescription

(a) Bearer Notes and the related Coupons will become void unless presented for payment within ten years (or, in the case of Coupons and save as provided in Condition 10(1)(e) (*Payments—Bearer Notes*), five years) after the due date for payment.

(b) Claims against the Issuer in respect of Registered Notes will be prescribed unless made within 10 years (or, in the case of claims in respect of interest, five years) after the due date for payment.

12. The Paying Agents

The initial Paying Agents are listed in the Agency Agreement. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent) and to appoint additional or other Paying Agents; provided that it will at all times maintain (i) a Fiscal Agent, (ii) a Note Register, (iii) a Paying Agent with an office in the City of New York, and (iv) a Paying Agent with an office in London. If any such agent (acting through its relevant office) is unable or unwilling to continue to act as Fiscal Agent or Paying Agent, as the case may be, or if the Fiscal Agent or Paying Agent, as the case may be, fails, with respect to the issuance of any Series of Notes, duly to establish the Rate of Interest for any applicable Interest Period or to calculate the Interest Amount, the Issuer shall appoint another leading bank engaged in the New York or London interbank

market, as may be applicable (acting through its principal New York or London Office, as the case may be) to act as such in the Fiscal Agent's or Paying Agent's, as the case may be, place.

13. Replacement of the Notes

If any Note, Receipt or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent, subject to all applicable laws and the requirements of any stock exchange and/or listing authority on which the relevant Notes are listed, upon payment by the claimant of all expenses incurred in such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer and the Fiscal Agent may require. Mutilated or defaced Notes must be surrendered before replacements will be delivered.

14. Meetings of Holders

The Agency Agreement contains provisions, which are binding on the Issuer and the Holders of Notes, for convening meetings of the Holders of Notes of any Series to consider matters affecting their interests, including the modification or waiver of the Conditions applicable to any Series of Notes. Any modification or waiver of the Conditions which affects the Notes will be effected in accordance with Applicable Banking Regulations.

The quorum at any meeting for passing an Extraordinary Resolution will be one or more persons present (other than the Issuer or its affiliates) holding or representing a clear majority in principal amount of the Series of Notes then outstanding or, at any adjourned meeting, one or more persons (other than the Issuer or its affiliates) present whatever the principal amount of the Series of Notes held or represented by him or them, *provided that* at any meeting, the business of which includes the modification of certain of the Conditions of the Series of Notes (as set out in (i) to (viii) of the paragraph below), the necessary quorum for passing an Extraordinary Resolution will be one or more persons (other than the Issuer or its affiliates) present holding or representing not less than two-thirds, or at any adjourned meeting not less than one-third, in principal amount of the Series of Notes then outstanding. In addition, modifications or waivers may be approved without a meeting in accordance with the procedures set out in the Agency Agreement.

Modifications of and amendments to the Conditions of a Series of Notes, the Agency Agreement or the Deed of Covenant may be effected by the Issuer and the Fiscal Agent, and future compliance with any Notes or the Agency Agreement, or any past default with respect to any Notes or the Agency Agreement, by the Issuer may be waived, (a) in the case of such modification, amendment or waiver to be considered at a quorate meeting, by way of Extraordinary Resolution or (b) in the case of a consent without a meeting, with the consent of persons holding or representing not less than two-thirds in principal amount of the Series of Notes (excluding any Notes of the Series held by the Issuer or its affiliates) then outstanding, each in accordance with the procedures set forth in the Agency Agreement, *provided that* no such modification, amendment or waiver may, without (y) in the case of such modification, amendment or waiver to be considered at a quorate meeting, an Extraordinary Resolution or (z) in the case of a consent without a meeting, the consent of persons holding or representing not less than three-quarters in principal amount of the Series of Notes (excluding any Notes of the Series held by the Issuer or its affiliates) then outstanding, each in accordance with the procedures set forth in the Agency Agreement, (i) change in the stated maturity of any Note (if any), or the date for any payment on any Note, (ii) with regard to the Additional Tier 1 Write-Down Notes, change the terms of the Series of Notes to include a maturity date for the principal amount of the Series of Notes, (iii) reduce the principal amount of any Note or reduce the interest payable thereon, (iv) change any obligations of the Issuer to pay additional amounts, (v) change the place for or currency in which any Note or interest thereon is payable, (vi) impair the right to institute suit for the enforcement of the holder of any Note of any payment thereunder, (vi) reduce the percentage in principal amount of Series of Notes outstanding required for modification or amendment of the Agency Agreement or for waiver of compliance with certain provisions of the Agency Agreement, (vii) reduce the requirements contained in the Agency Agreement for quorum or voting or (viii) modify or affect in any manner adverse to the interests of the holders of any Notes the terms and conditions of the obligations of the Issuer regarding the due and punctual payment of the principal amount and interest with respect to such Notes.

The Fiscal Agent may agree, without the consent of the Noteholders, to any modification of any of the terms of a Series of Notes or of any of the provisions of the Agency Agreement which does not, in the sole opinion of the Issuer, materially adversely affect the interests of the Noteholders or to any modification which is of a formal, minor or technical nature or to correct a manifest error.

Any modification shall be binding on the Noteholders and, unless the Fiscal Agent agrees otherwise, any modification shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with the Agency Agreement.

For the purposes of this Condition 14, "**Extraordinary Resolution**" means a resolution passed at a meeting duly convened and held in accordance with these Conditions and the Agency Agreement by a majority of not less than two-thirds of the votes cast.

15. Notices

(a) ***To Holders of Bearer Notes***

Notices to Holders of Bearer Notes will, save where another means of effective communication has been specified in the relevant Pricing Supplement, be deemed to be validly given if published in a leading daily newspaper having general circulation in the United Kingdom (which is expected to be the Financial Times) or, in the case of a Temporary Global Note or Permanent Global Note if delivered to Euroclear and Clearstream, Luxembourg for communication by them to the persons shown in their respective records as having interests therein provided that, in the case of Notes admitted to listing and/or trading on any stock exchange, the requirements of such stock exchange or listing authority have been complied with. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the date of first such publication) or, as the case may be, on the fourth Business Day after the date of such delivery.

(b) ***To Holders of Registered Notes***

Notices to Holders of Registered Notes will be deemed to be validly given if sent by first class mail to them (or, in the case of joint Holders, to the first-named in the Note Register) at their respective addresses as recorded in the Note Register, and will be deemed to have been validly given on the fourth Business Day after the date of such mailing.

Notwithstanding the foregoing, so long as any Registered Notes are evidenced by (i) a Global Registered Note which is held by or on behalf of DTC for the benefit of participants in DTC, all notices with respect to such Notes shall be sent only to DTC which will communicate such notices to its participants in accordance with its standard and customary procedures in effect at that time, or (ii) a Global Registered Note which is held by or on behalf of Euroclear and/or Clearstream, Luxembourg, all notices with respect to such Registered Notes shall be delivered to Euroclear and Clearstream, Luxembourg for communication by them to the persons shown in their respective records as having interests therein, provided that, if the Notes of a Series are listed on a stock exchange then all notices shall also be made in accordance with the standard and customary procedures then in effect at such stock exchange. Any such notice shall be deemed to have been given to the holders of the relevant Notes on the seventh day after the day on which the said notice was given to DTC, Euroclear or Clearstream, Luxembourg (as the case may be) or as otherwise provided by the applicable rules of a stock exchange.

(c) ***To the Issuer***

Notices to the Issuer will be deemed to be validly given if delivered to the Issuer's Swedish branch at Smålandsgatan 17, SE-105 71, Stockholm, Sweden and clearly marked on their exterior "Urgent—Attention: Group Treasury" (or at such other address and for such other attention as may have been notified to the Holders of the Notes in accordance with this Condition 15) and will be deemed to have been validly given at the opening of business on the next day on which the Issuer's principal office is open for business.

16. Provision of Information

For so long as any Registered Notes of a Series remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Issuer shall, during any period in which it is neither subject to Section 13 or 15(d) under the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, furnish to any Noteholder of, or beneficial owner of an interest in, such Registered Notes in connection with any resale thereof and to any prospective purchaser designated by such Noteholder or beneficial owner in each case upon request, such information as is required to be provided pursuant to Rule 144A(d)(4) under the Securities Act in order to permit compliance with Rule 144A in connection with the resale of such restricted securities.

17. Further Issues

The Issuer may from time to time without the consent of the Holders of any Notes of any Series create and issue further Notes and other debt securities having terms and conditions the same as those of the Notes of such Series or the same except for the amount of the first payment of interest (if any), which may be consolidated and form a single Series with the outstanding Notes of such Series.

18. Substitution and Variation

If this Condition 18 is specified as applicable in the relevant Pricing Supplement, at any time following the occurrence, as applicable, of a Withholding Tax Event, a Tax Event, an MREL Disqualification Event, an Alignment Event or a Capital Event, or to ensure the effectiveness or enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*), the Issuer may, subject to the Applicable Banking Regulations (including the permission of the Competent Authority and/or Relevant Resolution Authority to the extent then required) but without any requirement for the consent or approval of the Holders and having given not less than 15 nor more than 60 days' notice to the Fiscal Agent (in accordance with the Agency Agreement) and the Holders (which notice shall be irrevocable), at any time either:

(a) substitute all (but not some only) of the relevant Notes for new Notes which are Qualifying Securities, or

(b) vary the terms of the relevant Notes so that they remain or, as appropriate, become, Qualifying Securities,

provided that, in each case, (i) such variation or substitution does not itself give rise to any right of the Issuer to redeem the varied or substituted securities and (ii) such variation or substitution would not itself directly lead to a downgrade in any of the credit ratings of the relevant Notes as assigned to such Notes by any Rating Agency immediately prior to such variation or substitution (unless any such downgrade is solely attributable to the effectiveness and enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*)), (iii) such variation or substitution is not materially less favourable to holders (unless any such prejudice is solely attributable to the effectiveness and enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*) or, in respect of Additional Tier 1 Write-Down Notes only, Condition 5(8) (*Interest Cancellation in respect of Additional Tier 1 Write-Down Notes*)) and (iv) if such permission is then required under Applicable Banking Regulations, the Issuer has received the prior permission of the Competent Authority (in the case of Subordinated Notes) or the Resolution Authority (in the case of Restricted Senior Preferred Notes, Senior Non-Preferred Notes or Dated Subordinated Notes (to the extent that such Dated Subordinated Notes have ceased to qualify, in whole but not in part, as Tier 2 Capital)) in respect of such variation or substitution. For the avoidance of doubt, any such substitution or variation shall not be deemed to be a modification or amendment for the purposes of Condition 14 (*Meetings of Holders*).

For the purpose of this Condition 18, a variation or substitution shall be "**materially less favourable to holders**" if such varied or substituted securities:

(i) do not include a ranking at least equal to that of the relevant Notes pursuant to Condition 4(1), Condition 4(2) or Condition 4(3), as applicable;

(ii) do not have the same interest rate and the same interest payment dates as those from time to time applying to the relevant Notes;

(iii) do not have equivalent redemption rights as the relevant Notes;

(iv) do not have the same currency of payment, maturity, denomination and original aggregate outstanding nominal amount as the relevant Notes prior to such variation or substitution;

(v) do not preserve any existing rights (if any) under the relevant Notes to any accrued interest which has not been paid in respect of the period from (and including) the interest payment date last preceding the date of substitution or variation;

(vi) do not have a listing on a recognised stock exchange if the relevant Notes were listed immediately prior to such variation or substitution; or

(vii) in respect of Alignment Events only, include any higher trigger levels, additional interest cancellation events or additional write-down triggers;

an "**Alignment Event**" shall be deemed to have occurred, in respect of Additional Tier 1 Write-Down Notes only, if the Applicable Banking Regulations have been amended to permit instruments of the Issuer with New Terms to be treated as Additional Tier 1 Capital;

"**New Terms**" means, at any time, any terms and conditions of a capital instrument issued by the Issuer that are different in any respect from the terms and conditions of the Additional Tier 1 Write-Down Notes at such time; and

"**Qualifying Securities**" means securities issued directly or indirectly by the Issuer that contain terms which at such time result in such securities being eligible to qualify towards the Issuer's and/or the Nordea Group's eligible

liabilities and/or loss absorbing capacity (in the case of Restricted Senior Preferred Notes, Senior Non-Preferred Notes or Dated Subordinated Notes (to the extent that such Dated Subordinated Notes have ceased to qualify, in whole but not in part, as Tier 2 Capital)) or Tier 2 Capital (in the case of Dated Subordinated Notes) or Tier 1 Capital (in the case of Additional Tier 1 Write-Down Notes), in each case for the purposes of, and in accordance with, the relevant Applicable Banking Regulations, (in the case of a variation or substitution due to a Withholding Tax Event, a Tax Event, a MREL Disqualification Event, an Alignment Event or a Capital Event) to at least the same extent as the Notes prior to the relevant Withholding Tax Event, Tax Event, MREL Disqualification Event, Alignment Event or Capital Event.

19. Law and Jurisdiction

(a) The Notes, the Deed of Covenant and the Agency Agreement and all non-contractual obligations arising out of or in connection with any of them are governed by English law, except that the provisions of Conditions 4(2), 4(3) and 4(4), to the extent they apply to the relevant Notes, and all non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, the laws of the Relevant Jurisdiction.

(b) The Issuer irrevocably agrees for the benefit of the Holders of the Notes that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Notes (including a dispute relating to any non-contractual obligation arising out of or in connection with the Notes) (respectively, "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that any such court is not a convenient or appropriate forum. This Condition 19(b) is for the benefit of the Holders only, so that nothing in this Condition 19(b) prevents any Holder from taking Proceedings in (i) any court of a member state of the European Union under the Brussels Ia Regulation (in accordance with its Chapter II, Sections 1 and 2) with jurisdiction, or (ii) any court of a State that is a party to the Lugano II Convention (in accordance with its Title II, Sections 1 and 2) with jurisdiction ((i) and (ii) together with the courts of England being the "**Competent Courts**"). To the extent allowed by law, Holders may take concurrent Proceedings in any number of Competent Courts in accordance with this Condition 19(b).

Where:

"**Brussels Ia Regulation**" means Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (as amended or replaced); and

"**Lugano II Convention**" means the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007 (as amended or replaced).

(c) The Issuer agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to the Issuer at its registered address in London from time to time, being presently at Nordea Bank Abp, London Branch, 6th Floor, 5 Aldermanbury Square, London EC2V 7AZ, United Kingdom or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall forthwith appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Holder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Fiscal Agent. Nothing contained herein shall affect the right to serve process in any other manner permitted by law.

20. Acknowledgement of Bail-in and Loss Absorption Powers

Notwithstanding and to the exclusion of any other term of the Notes or any other agreements, arrangements or understanding between the Issuer and any Holder (which, for the purposes of this Condition 20, includes each holder of a beneficial interest in the Notes), by its acquisition of the Notes, each Noteholder acknowledges and

accepts that any liability arising under the Notes may be subject to the exercise of Bail-in and Loss Absorption Powers by the Relevant Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by:

(a) the effect of the exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority, which exercise (without limitation) may include and result in any of the following, or a combination thereof:

  (i) the reduction of all, or a portion, of the Relevant Amounts in respect of the Notes on a permanent basis;

  (ii) the conversion of all, or a portion, of the Relevant Amounts in respect of the Notes into shares or other instruments of ownership of the Issuer or another person, and the issue to or conferral on the Noteholder of such shares or other instruments of ownership, including by means of an amendment, modification or variation of the terms of the Notes;

  (iii) the cancellation of the Notes or the Relevant Amounts in respect of the Notes; and

  (iv) the amendment or alteration of the maturity or perpetual nature (as applicable) of the Notes or amendment of the amount of interest payable on the Notes, or the date on which interest becomes payable, including by suspending payment for a temporary period; and

(b) the variation of the terms of the Notes, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority.

"**Bail-in and Loss Absorption Powers**" means any loss absorption, write-down, conversion, transfer, modification, suspension, moratorium or similar or resolution related power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Relevant Jurisdiction, relating to (i) the transposition of the BRRD (as amended or replaced from time to time) or the application of the SRM Regulation (as amended or replaced from time to time) and (ii) the instruments, rules and standards created under the BRRD, including but not limited to Article 48 BRRD, or the SRM Regulation, pursuant to which any obligation of the Issuer (or any affiliate of the Issuer) can be reduced, cancelled, modified, or converted into shares, other securities or other obligations of the Issuer or any other person (or suspended for a temporary period).

"**Relevant Amounts**" means the outstanding principal amount of the Notes, together with any accrued but unpaid interest and additional amounts due on the Notes. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority.

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in and Loss Absorption Powers in relation to the Issuer and/or the Nordea Group.

For the avoidance of doubt any exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority will not constitute an enforcement event or a breach of the Issuer's obligations or duties in respect of the Notes, or a failure to perform any of the Issuer's obligations or duties in respect of the Notes in any manner whatsoever, and shall not, of itself, entitle Holders to petition for the winding up or liquidation of the Issuer. Any failure by the Issuer to notify the Noteholders of any exercise of any Bail-in and Loss Absorption Powers shall not affect the validity of any such Bail-in and Loss Absorption Powers.

TERMS AND CONDITIONS OF THE ADDITIONAL TIER 1 CONVERSION NOTES

This general description of the Programme contains the Terms and Conditions of the Additional Tier 1 Conversion Notes which (subject to completion of the Pricing Supplement for each Series of Additional Tier 1 Conversion Notes) will be incorporated by reference into each Additional Tier 1 Conversion Note. The relevant Pricing Supplement in relation to any Series of Additional Tier 1 Conversion Notes will specify specific terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace and modify the following Terms and Conditions for the purposes of such Additional Tier 1 Conversion Notes. The relevant Pricing Supplement will be endorsed upon, or attached to, each Additional Tier 1 Conversion Note. The paragraphs appearing in italics below are included for disclosure purposes only and do not form part of the terms and conditions of the Additional Tier 1 Conversion Notes.

Nordea Bank Abp, a public limited liability company incorporated in Finland ("**Nordea**" or the "**Issuer**"), has established a Global Medium-Term Note Programme (the "**Programme**") for the issuance of up to U.S.$25,000,000,000 (or its equivalent in another currency calculated as described herein) in aggregate principal amount of debt instruments (the "**Notes**" including, for the avoidance of doubt, the Additional Tier 1 Conversion Notes). The Programme size may be increased from time to time without the consent of the holders of Notes.

The Notes are issued in accordance with and subject to a fiscal and paying agency agreement dated 27 November 2018 (as amended and/or restated and/or replaced from time to time up to the first Issue Date (as defined below) of the relevant Series of Notes, the "**Agency Agreement**"), between the Issuer, Citibank, N.A., London Branch in its capacity as fiscal agent (the "**Fiscal Agent**"), as paying and conversion agent (the "**Paying and Conversion Agent**") and as registrar (the "**Registrar**") (each such expression including any successor to Citibank, N.A., London Branch in its capacity as such), Citibank, N.A., acting through its New York branch in its capacity as U.S. paying agent (the "**U.S. Paying Agent**", which expression includes any successor to Citibank, N.A., acting through its New York branch in its capacity as such) and the paying agent(s) named therein (the "**Paying Agent(s)**", and which expression shall include the Fiscal Agent, Paying and Conversion Agent and U.S. Paying Agent and any substitute or additional paying agents appointed in accordance with the Agency Agreement). The Notes have the benefit of a deed of covenant (the "**Deed of Covenant**") dated 27 November 2018 (as amended and/or restated and/or replaced from time to time up to the first Issue Date of the relevant Series of Notes), executed by the Issuer in relation to the Notes. Copies of the Agency Agreement and the Deed of Covenant are available for inspection at the corporate trust office of the Fiscal Agent. All persons from time to time holding any Notes shall be deemed to have notice of all of the provisions of the Agency Agreement and the Deed of Covenant insofar as they relate to the Notes.

The Additional Tier 1 Conversion Notes are issued in separate series (each, a "**Series**") and the Additional Tier 1 Conversion Notes of each Series will all be subject to identical terms whether as to currency, denomination, interest or maturity or otherwise (except the issue price, Issue Date and interest commencement date, which may or may not be identical in connection with further issuances).

Each Series will be the subject of a pricing supplement document (the "**Pricing Supplement**") endorsed upon or attached to each Additional Tier 1 Conversion Note a copy of which, in the case of a Series in relation to which application has been made for admission to the Official List of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") and admission to trading on the Global Exchange Market, will be filed with Euronext Dublin and will be available for inspection at the corporate trust office of the Fiscal Agent on or before the date of issue of the Additional Tier 1 Conversion Notes of such Series. In the case of a Series in relation to which application has not been made for admission to listing, trading and/or quotation on any stock exchange, listing authority and/or quotation system, copies of the Pricing Supplement will only be available for inspection by a holder of such Additional Tier 1 Conversion Notes producing evidence to the Issuer and the Fiscal Agent as to its holding of Additional Tier 1 Conversion Notes and identity.

These Conditions apply to the Additional Tier 1 Conversion Notes.

References in these Conditions to Additional Tier 1 Conversion Notes are to the Additional Tier 1 Conversion Notes of the relevant Series and any references to Coupons, as defined below, are to Coupons relating to Additional Tier 1 Conversion Notes of the relevant Series.

1. Interpretation

(a) In these Conditions the following expressions have the following meanings:

"**Accounting Currency**" means euro or such other primary currency used in the presentation of the Relevant Entity's accounts from time to time.

"**Additional Tier 1 Capital**" means additional tier 1 capital for the purposes of the Applicable Banking Regulations.

"**Additional Tier 1 Conversion Notes**" has the meaning given in Condition 4 (*Status*).

"**Adjustment Spread**" means either a spread (which may be positive or negative), or a formula or methodology for calculating a spread, which the Issuer, following consultation with the Independent Adviser and acting in good faith, determines should be applied to the relevant Successor Rate or the relevant Alternative Benchmark Rate (as applicable), as a result of the replacement of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate with the relevant Successor Rate or the relevant Alternative Benchmark Rate (as applicable), and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is recommended or formally provided as an option for parties to adopt in relation to the replacement of the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) with the Successor Rate by any Relevant Nominating Body; or

(ii) in the case of a Successor Rate for which no such recommendation has been made, or option provided, or in the case of an Alternative Benchmark Rate, the spread, formula or methodology which the Issuer, following consultation with the Independent Adviser and acting in good faith, determines to be appropriate as a result of the replacement of the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) with the Successor Rate or Alternative Benchmark Rate (as applicable).

"**Affected Noteholder**" has the meaning given in Condition 7(f)(iv) (*Settlement Procedures*).

"**Alignment Event**" has the meaning given in Condition 18 (*Substitution and Variation*).

"**Applicable Banking Regulations**" means at any time the laws, regulations, delegated or implementing acts, regulatory or implementing technical standards, rules, requirements, guidelines and policies relating to capital adequacy then in effect in the Relevant Jurisdiction including, without limitation to the generality of the foregoing, CRD, the SRM Regulation, BRRD, national laws and regulations implementing the Capital Requirements Directive, the BRRD and the Creditor Hierarchy Directive and those regulations, requirements, guidelines and policies relating to capital adequacy adopted by the Competent Authority, from time to time, and then in effect (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Nordea Group).

"**Automatic Conversion**" means the automatic conversion of the Additional Tier 1 Conversion Notes into the Conversion Shares at the Conversion Price, in accordance with Condition 7 (*Loss Absorption Mechanism*).

"**Automatic Conversion Notice**" means the written notice to be delivered by the Issuer to the Noteholders in accordance with Condition 15 (Notices) and to the Fiscal Agent specifying (i) that a Trigger Event has occurred, (ii) the CET1 Ratio as at the relevant time, (iii) the Conversion Date and the expected Registration Date, (iv) the Conversion Price then prevailing and (v) if known at such time, instructions for Noteholders to receive the relevant Conversion Shares from the Settlement Shares Depositary as described in Condition 7(d) (*Delivery of Conversion Shares to Settlement Shares Depositary*) or, if the Issuer is unable to appoint the Settlement Shares Depositary, the other arrangements for the Noteholders to receive the relevant Conversion Shares as referred to in Condition 7(n) (*Appointment of Third Parties*).

"**Automatic Conversion Settlement Notice**" has the meaning given to it in Condition 7(b) (*Automatic Conversion Procedure*).

"**Benchmark Event**" has the meaning given in Condition 5(8) (*Benchmark Replacement*).

"**Benchmark Security**" means a government security or securities issued by the government of the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be deemed to be Germany) agreed between the Issuer and the Determination Agent as having the nearest actual or interpolated maturity comparable with the relevant Reset Period and that (in the opinion of the Issuer, after consultation with the Determination Agent) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issuances of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the relevant Reset Period.

"**BRRD**" means Directive 2014/59/EU of 15 May 2014 establishing the framework for the recovery and resolution of credit institutions and investment firms, as amended by Directive (EU) 2019/879 of 20 May 2019 as regards the loss-absorbing and recapitalisation capacity of credit institutions and

investment firms, the Creditor Hierarchy Directive and Directive 98/26/EC, and as may be further amended or replaced from time to time.

"**Business Day**" means (unless varied or restated in the relevant Pricing Supplement) a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in London and:

(a) in relation to Additional Tier 1 Conversion Notes denominated in euro, which is a TARGET Settlement Day;

(b) in relation to Additional Tier 1 Conversion Notes denominated in any other currency, which is a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the Relevant Financial Centre; and

(c) in relation to payments or deliveries due upon presentation and/or surrender of any Additional Tier 1 Conversion Notes or Coupons, in the relevant place of presentation and/or surrender.

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Pricing Supplement and, if so specified in the relevant Pricing Supplement, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(a) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(b) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

(c) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(d) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred provided, however, that:

  (i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

  (ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

  (iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(e) "**No Adjustment**" or "**unadjusted**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention.

"**Calculation Agent**" means the Fiscal Agent or such other Agent specified as being responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) and/or principal or interest due in the relevant Pricing Supplement.

"**Calculation Amount**" has the meaning given in the relevant Pricing Supplement, provided that if the principal amount of each Additional Tier 1 Conversion Note is amended in accordance with the Conditions or as otherwise required by then current legislation and/or regulations applicable to the Issuer, the Fiscal Agent shall (i) adjust the Calculation Amount on a pro-rata basis to account for such amendment, as the case may be, and (ii) notify the Holders in accordance with Condition 15 (*Notices*) of the details of such adjustment.

"**Capital Event**" means the determination by the Issuer, after consultation with the Competent Authority, that the outstanding principal amount of the relevant Series of Additional Tier 1 Conversion Notes ceases or would be likely to cease to be included in whole, or in any part, or count in whole or in any part towards the Tier 1 Capital of either the Issuer or the Nordea Group (other than by reason of a full or partial exclusion of the outstanding principal amount of the relevant Series of Additional Tier 1 Conversion Notes arising by reason of any applicable limit on the amount of such capital under the Applicable Banking Regulations from time to time).

"**Capital Requirements 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 amended by Directive (EU) 2019/878 of 20 May 2019 as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures, and as may be further amended or replaced from time to time.

"**Cash Dividend**" means any dividend or distribution in respect of the Ordinary Shares which is to be paid or made to Shareholders as a class in cash (in whatever currency) and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to Shareholders upon or in connection with a reduction of capital.

"**Cash Proceeds**" has the meaning given in Condition 7(f)(iv) (*Settlement Procedures*).

"**Central Securities Depository**" means Euroclear Finland Oy or any other such central securities depository within the European Economic Area appointed by the Issuer from time to time (or any successor thereof) to carry out its duties to keep its share register.

"**CET1 Capital**" means in respect of either the Issuer or the Nordea Group (as the case may be), at any time, the sum, expressed in the Accounting Currency, of all amounts that constitute common equity tier 1 capital of either the Issuer or the Nordea Group (as the case may be) as at such date, less any deductions from common equity tier 1 capital required to be made as at such date, in each case as calculated by the Issuer in accordance with the Applicable Banking Regulations applicable to either the Issuer on a solo basis or the Nordea Group on a consolidated basis (as the case may be), at such time (which calculation shall be binding on the Holders). For the purposes of this definition, the term "common equity tier 1 capital" shall have the meaning assigned to such term in the Applicable Banking Regulations then applicable to either the Issuer or the Nordea Group (as the case may be).

"**CET1 Ratio**" means, at any time, the ratio of CET1 Capital of the Relevant Entity, as at such date to the Risk Exposure Amount of the Relevant Entity, as at the same date, expressed as a percentage and, for the avoidance of doubt, on the basis that all measures used in such calculation shall be calculated applying any transitional provisions set out in CRR which are applicable for this purpose and applied in accordance with the Applicable Banking Regulations then applicable to the Relevant Entity and without regards to the Automatic Conversion that shall occur at such time in case of a Trigger Event.

"**CMT Rate**" means, in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period, the rate determined by the Calculation Agent, and expressed as a percentage, equal to:

(i) the yield for United States Treasury Securities at "constant maturity" for a designated maturity which is equal or comparable to the duration of the relevant Reset Period, as published in the H.15 (as referred to below) under the caption "treasury constant maturities (nominal)" (or any successor publication that is published by the Board of Governors (as defined below) that establishes yields for United States Treasury Securities at "constant maturity"), as that yield is displayed on such Reset Determination Date, on the Relevant Screen Page; or

(ii) if the yield referred to in paragraph (i) above is not published by the Relevant Time on the Relevant Screen Page on such Reset Determination Date, the yield for the United States Treasury Securities at "constant maturity" for a designated maturity which is equal or comparable to the duration of the relevant Reset Period, as published in H.15 under the caption "treasury constant maturities (nominal)" (or any successor publication that is published by the Board of Governors (as defined below) that establishes yields for United States Treasury Securities at "constant maturity"), on such Reset Determination Date; or

(iii) if the yield referred to in paragraph (ii) above is not published by the Fallback Relevant Time on such Reset Determination Date, the Reference Bond Rate on such Reset Determination Date;

in each case, all as determined by the Calculation Agent.

"**Competent Authority**" means any authority having primary responsibility for the prudential supervision of the Issuer and/or the Nordea Group at the relevant time.

"**Compulsory Acquisition Proceedings**" means any proceedings for the compulsory acquisition of the Ordinary Shares pursuant to Chapter 18 of the Finnish Companies Act.

"**Conditions to Redemption**" means, in relation to any Additional Tier 1 Conversion Notes, the conditions to redemption or repurchase set out in Condition 6(f) (*Redemption and Repurchase—Conditions to Redemption or Repurchase*) or as otherwise specified in the relevant Pricing Supplement and which are applicable to such Additional Tier 1 Conversion Notes.

"**Conversion Date**" means the date on which an Automatic Conversion takes place, as set out in Condition 7(a)(i) (*Automatic Conversion*).

"**Conversion Price**" means, if the Ordinary Shares are:

(a) then admitted to trading on a Relevant Stock Exchange, the greater of:

  (i) the Current Market Price of an Ordinary Share on the Conversion Date translated, if necessary, into the Specified Currency at the Prevailing Exchange Rate on the relevant Conversion Date; and

  (ii) the Floor Price on the Conversion Date; or

(b) not then admitted to trading on a Relevant Stock Exchange, the Floor Price on the Conversion Date.

"**Conversion Shares**" means the Ordinary Shares which are issued automatically upon an Automatic Conversion.

"**CRD**" means the legislative package consisting of the Capital Requirements Directive, the CRR and any CRD Implementing Measures.

"**CRD Implementing Measures**" means any regulatory capital rules or regulations, or other requirements, which are applicable to the Issuer or the Nordea Group and which prescribe (alone or in conjunction with any other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of the Issuer or the Nordea Group (on a solo or consolidated basis, as the case may be) to the extent required by the Capital Requirements Directive or the CRR, including for the avoidance of doubt any regulatory technical standards released by the European Banking Authority (or any successor or replacement thereof).

"**Creditor Hierarchy Directive**" means Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy, or any equivalent legislation.

"**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 amended by Regulation (EU) 2019/876 of 20 May 2019 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and as may be further amended or replaced from time to time.

"**Current Market Price**" means, in respect of an Ordinary Share at a particular date, the average of the daily Volume Weighted Average Price of an Ordinary Share on each of the five consecutive dealing days ending on the dealing day immediately preceding such date; provided that:

(a) if at any time during the said five (5) dealing-day period the Volume Weighted Average Price shall have been based on a price ex-dividend (or ex- any other entitlement) and during some other part of that period the Volume Weighted Average Price shall have been based on a price cum-dividend (or cum- any other entitlement), then:

  (i) if the Ordinary Shares to be issued and delivered do not rank for the dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Ordinary Shares shall have been based on a price cum-dividend (or cum- any other

entitlement) shall, for the purposes of this definition, be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such dividend or entitlement per Ordinary Share as at the date of first public announcement relating to such dividend or entitlement, in any such case, determined on a gross basis and disregarding any withholding or deduction required to be made on account of tax, and disregarding any associated tax credit; or

(ii) if the Ordinary Shares to be issued and delivered do rank for the dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Ordinary Shares shall have been based on a price ex-dividend (or ex- any other entitlement) shall, for the purposes of this definition, be deemed to be the amount thereof increased by an amount equal to the Fair Market Value of any such dividend or entitlement per Ordinary Share as at the date of first public announcement relating to such dividend or entitlement, in any such case, determined on a gross basis and disregarding any withholding or deduction required to be made on account of tax, and disregarding any associated tax credit,

and provided further that, if on each of the said five dealing days the Volume Weighted Average Price shall have been based on a price cum-dividend (or cum- any other entitlement) in respect of a dividend (or other entitlement) which has been declared or announced but the Ordinary Shares to be issued and delivered do not rank for that dividend (or other entitlement), the Volume Weighted Average Price on each of such dates shall, for the purposes of this definition, be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such dividend or entitlement per Ordinary Share as at the date of first public announcement relating to such dividend or entitlement, in any such case, determined on a gross basis and disregarding any withholding or deduction required to be made on account of tax, and disregarding any associated tax credit; and

(b) if the Volume Weighted Average Price of an Ordinary Share is not available on one or more of the said five (5) dealing days (disregarding for this purpose the proviso to the definition of Volume Weighted Average Price), then the average of such Volume Weighted Average Prices which are available in that five (5) dealing-day period shall be used (subject to a minimum of two such prices) and if only one, or no, such Volume Weighted Average Price is available in the relevant period, the Current Market Price shall be determined in good faith by an Independent Adviser.

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Conditions or the relevant Pricing Supplement and:

(i) if "**Actual/Actual (ICMA)**" is so specified, means:

(a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(b) where the Calculation Period is longer than one Regular Period, the sum of:

(A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(ii) if "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(iv) if "**Actual/365 (Sterling)**" is so specified, means the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(v) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(vi) if "**30/360**", "**360/360**" or "**Bond Basis**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

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

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

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

"**M2**" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

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

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

(vii) if "**30E/360**" or "**Eurobond Basis**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

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

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

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

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

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

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

(viii) if "**30E/360 (ISDA)**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

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

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

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

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

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

"**D2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the date fixed for redemption or (ii) such number would be 31, in which case D2 will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period.

"**Delivery Notice**" means a notice in the form for the time being currently available from the specified office of the Paying and Conversion Agent, which contains the relevant accounts and related details for the delivery of any Conversion Shares (and for the payment of any Cash Dividend and Cash Proceeds as provided in Condition 7(f) (*Settlement Procedures*)) and all relevant certifications and/or representations as may be required by applicable law and regulations, and which are required to be delivered in connection with the delivery of the Conversion Shares and/or payment of any Cash Dividend and Cash Proceeds.

"**Determination Agent**" means the agent specified as such in the relevant Pricing Supplement.

"**Distributable Items**", at any time, shall have the meaning assigned to such term in CRR as interpreted and applied in accordance with the Applicable Banking Regulations then applicable to the Issuer, unless otherwise specified in the relevant Pricing Supplement.

"**Effective Date**" means, in the case of an adjustment to the Floor Price pursuant to Condition 7(i)(iii) (*Adjustment of Floor Price*), the first day on which the Ordinary Shares are traded ex-rights, ex-options or ex-warrants on the Relevant Stock Exchange.

"**Fair Market Value**" means with respect to any property on any date, the fair market value of that property as determined by an Independent Adviser in good faith, provided that (i) the Fair Market Value of any cash amount shall be the amount of such cash; (ii) where options, warrants or other rights are publicly traded on a stock exchange or securities market of adequate liquidity (as determined in good faith by an Independent Adviser), the Fair Market Value of such options, warrants or other rights shall equal the arithmetic mean of the daily closing prices of such options, warrants or other rights during the period of five dealing days on the relevant stock exchange or securities market commencing on such date (or, if later, the first such dealing day such options, warrants or other rights are publicly traded) or such shorter period as such options, warrants or other rights are publicly traded; (iv) where options, warrants or other rights are not publicly traded on a stock exchange or securities market of adequate liquidity (as aforesaid), the Fair Market Value of such options, warrants or other rights shall be determined in good faith by an Independent Adviser, on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including the market price per Ordinary Share, the dividend yield of an Ordinary Share, the volatility of such market price, prevailing interest rates and the terms of such options, warrants or other rights, including as to the expiry date and exercise price (if any) thereof. Such amounts shall, in the case of (i) above, be translated into the Relevant Currency (if declared, announced, made, paid or payable in a currency other than the Relevant Currency, and if such amounts are payable at the option of the Issuer or a Shareholder in any currency additional to the Relevant Currency, they shall be treated as payable in the Relevant Currency) at the rate of exchange used to determine the amount payable to Shareholders who were paid or are to be paid or are entitled to be paid such amounts in the Relevant Currency; and, in any other case, shall be translated into the Relevant Currency (if expressed in a currency other than the Relevant Currency) at the Prevailing Exchange Rate

on that date. In addition, in the case of (i) above, the Fair Market Value shall be determined on a gross basis and disregarding any withholding or deduction required to be made on account of tax, and disregarding any associated tax credit.

"**Fallback Relevant Time**" means the time specified in the relevant Pricing Supplement.

"**Finnish Companies Act**" means the Companies Act (Fi: *osakeyhtiölaki* (2006/624), as amended).

"**First Interest Payment Date**" means the date specified in the relevant Pricing Supplement.

"**First Reset Margin**" means the margin specified as such in the relevant Pricing Supplement.

"**First Reset Date**" means the date specified in the relevant Pricing Supplement.

"**First Reset Period**" means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Pricing Supplement, the date of any final redemption.

"**First Reset Period Fallback Yield**" means the yield specified in the relevant Pricing Supplement.

"**First Reset Rate of Interest**" means, in respect of the First Reset Period and subject to Condition 5(5) (*Interest—Reset Note Provisions*) and Condition 5(6)(c) (*Interest—Supplemental Provision—Reset Reference Rate Conversion*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the First Reset Margin.

"**Floor Price**" means an amount specified in the Specified Currency to be set out in the relevant Pricing Supplement, subject to adjustment thereafter in accordance with Condition 7(i) (*Adjustment of Floor Price*).

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser of recognised standing with relevant experience in the international capital markets, in each case appointed by the Issuer at its own expense.

"**Initial Rate of Interest**" has the meaning specified in the relevant Pricing Supplement.

"**Interest Amount**" means, in relation to an Additional Tier 1 Conversion Note and an Interest Period, the amount of interest payable in respect of that Additional Tier 1 Conversion Note for that Interest Period.

"**Interest Commencement Date**" means the Issue Date of the Additional Tier 1 Conversion Notes (as specified in the Pricing Supplement) or such other date as may be specified as such in the Pricing Supplement.

"**Interest Payment Date**" means the First Interest Payment Date and any date or dates specified as such in the relevant Pricing Supplement (each such date a "Specified Interest Payment Date") and, if a Business Day Convention is specified in the relevant Pricing Supplement:

(a) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the First Interest Payment Date) or the previous Interest Payment Date (in any other case).

"**Issue Date**" has the meaning specified in the relevant Pricing Supplement.

"**Junior Securities**" means the share capital, other CET1 Capital and any obligation of the Issuer ranking or, expressed to rank, junior to the Additional Tier 1 Conversion Notes.

"**Maximum Distributable Amount**" means any maximum distributable amount relating either to the Issuer and/or the Nordea Group (as the case may be) required to be calculated in accordance with Article 141 of the Capital Requirements Directive, Article 16a of BRRD or any analogous restrictions under Applicable Banking Regulations as transposed or implemented into the law of the Relevant Jurisdiction and in accordance with the Applicable Banking Regulations.

"**Maximum Redemption Amount**" has the meaning given in the relevant Pricing Supplement.

"**Mid-Swap Maturity**" has the meaning given in the relevant Pricing Supplement.

"**Mid-Market Swap Rate**" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the frequency with which scheduled interest payments are payable on the Additional Tier 1 Conversion Notes during the relevant Reset Period (calculated on the day count basis customary for fixed rate payments in the Specified Currency) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the relevant Pricing Supplement) (calculated on the day count basis customary for floating rate payments in the Specified Currency).

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

"**Mid-Swap Floating Leg Benchmark Rate**" means EURIBOR if the Specified Currency is euro or such other Reference Rate as may be specified in the relevant Pricing Supplement.

"**Mid-Swap Rate**" means, in relation to a Reset Determination Date and subject to Condition 5(5)(c) (*Interest – Reset Note Provisions*), either:

(i) if Single Mid-Swap Rate is specified in the relevant Pricing Supplement, the rate for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date, which appears on the Relevant Screen Page; or

(ii) if Mean Mid-Swap Rate is specified in the relevant Pricing Supplement, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent (0.0005 per cent being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date, which appear on the Relevant Screen Page,

in either case, as at approximately 11.00 a.m. in the Relevant Financial Centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent.

"**Minimum Redemption Amount**" has the meaning given in the relevant Pricing Supplement.

"**Nordea Group**" means the Issuer and its subsidiaries.

"**New Terms**" has the meaning given in Condition 18 (*Substitution and Variation*).

"**Notice Cut-off Date**" has the meaning given in Condition 7(f)(i) (*Settlement Procedures*).

"**Offer Settlement Date**" has the meaning given in Condition 7(e) (*Settlement Shares Offer*).

"**Offer Settlement Period**" has the meaning given in Condition 7(e) (*Settlement Shares Offer*).

"**Ordinary Shares**" means fully paid ordinary shares in the capital of the Issuer.

"**Original Reset Reference Rate Basis**" has the meaning given in the relevant Pricing Supplement and shall be annual, semi-annual, quarterly or monthly.

"**Parity Securities**" means any (i) subordinated and undated debt instruments or securities of the Issuer which are recognised as "Additional Tier 1 Capital" of the Issuer, from time to time by the Competent Authority and (ii) any securities or other obligations of the Issuer which rank, or are expressed to rank, on a liquidation or bankruptcy of the Issuer, *pari passu* with the Additional Tier 1 Conversion Notes.

a "**person**" includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity) or other legal entity.

"**Prevailing Exchange Rate**" means, in respect of any currencies on any day, the spot rate of exchange between the relevant currencies prevailing as at or about 12 noon (Central European Time or Central European Summer Time, as the case may be) on that date as appearing on or derived from the Relevant PER Screen Page or, if such a rate cannot be determined at such time, the rate prevailing as at or about 12 noon (Central European Time or Central European Summer Time, as the case may be) on the immediately preceding day on which such rate can be so determined or, if such rate cannot be so determined by reference to the Relevant PER Screen Page, the rate determined in such other manner as an Independent Adviser shall in good faith prescribe.

"**Qualifying Securities**" has the meaning given in Condition 18.

"**Rate of Interest**" means (i) in the case of Additional Tier 1 Conversion Notes other than Reset Notes, the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Additional Tier 1 Conversion Notes specified in the relevant Pricing Supplement or calculated or determined in accordance with the provisions of these Conditions; and (ii) in the case of Reset Notes, the Initial Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as applicable.

"**Reference Banks**" has the meaning given in the relevant Pricing Supplement or, if none, four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute.

"**Reference Bond Rate**" means, with respect to any Reset Period, the rate per annum determined by the Calculation Agent on the basis of the Reference Government Bond Dealer Quotations provided by the Reference Government Bond Dealers to the Issuer. If at least four Reference Government Bond Dealer Quotations are provided, the Reference Bond Rate will be determined by reference to the arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three Reference Government Bond Dealer Quotations are provided, the Reference Bond Rate will be determined by reference to the arithmetic mean of the quotations provided. If only one Reference Government Bond Dealer Quotation is provided or if no Reference Government Bond Dealer Quotations are provided, the Rate of Interest shall not be determined by reference to the Reference Bond Rate and the Rate of Interest shall instead be, in the case of the First Reset Rate of Interest, the Initial Rate of Interest and, in the case of any Subsequent Reset Rate of Interest, the Rate of Interest as at the last preceding Reset Date (though substituting, where a different Relevant Margin is to be applied to the relevant Reset Period from that which applied to the last preceding Reset Period, the Relevant Margin relating to the relevant Reset Period, in place of the Relevant Margin relating to that last preceding Reset Period).

"**Reference Government Bond Dealer**" means each of five banks selected by the Issuer or their affiliates, which are (i) primary government securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues.

"**Reference Government Bond Dealer Quotation**" means, with respect to any Reference Government Bond Dealer and any Reset Determination Date, the arithmetic average, as determined by the Calculation Agent, of the bid and offered yields to maturity or interpolated yield to maturity (on the relevant day count basis) for the Reset Reference Bond (expressed in each case as a percentage) as at the Reset Determination Time and provided in writing to the Issuer by such Reference Government Bond Dealer.

"**Reference Rate**" has the meaning given to such term in the relevant Pricing Supplement.

"**Registration Date**" has the meaning given in Condition 7(c) (*The Conversion Shares*).

"**Regular Period**" means:

(i) in the case of Additional Tier 1 Conversion Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the First Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(ii) in the case of Additional Tier 1 Conversion Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and

including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(iii) in the case of Additional Tier 1 Conversion Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

"**Relevant CET1 Ratio**" means (a) if a Combined Trigger Event is specified as being applicable in the relevant Pricing Supplement, the CET1 Ratio of the Issuer or the Nordea Group and (b) if Group Trigger Event is specified as being applicable in the relevant Pricing Supplement, the CET1 Ratio of the Nordea Group.

"**Relevant Currency**" means the currency in which the Ordinary Shares are quoted or dealt in on the Relevant Stock Exchange at such time.

"**Relevant Entity**" means (a) if a Combined Trigger Event is specified as being applicable in the relevant Pricing Supplement, the Issuer or the Nordea Group and (b) if Group Trigger Event is specified as being applicable in the relevant Pricing Supplement, the Nordea Group.

"**Relevant Financial Centre**" means:

(a) in relation to Additional Tier 1 Conversion Notes denominated in Japanese Yen, Tokyo;

(b) in relation to Additional Tier 1 Conversion Notes denominated in Pounds Sterling, London;

(c) in relation to Additional Tier 1 Conversion Notes denominated in U.S. dollars, New York City; and

(d) in relation to Additional Tier 1 Conversion Notes denominated in any other currency, such financial centre or centres as may be specified in relation to the relevant currency and for the purposes of the definition of "**Business Day**" in the 2006 ISDA Definitions (as amended and updated from time to time), as published by the International Swaps and Derivatives Association, Inc.,

and, in all cases, as the same may be modified in the relevant Pricing Supplement.

"**Relevant Jurisdiction**" means the jurisdiction in which the Issuer is incorporated at the relevant time.

"**Relevant Margin**" means:

(i) in the case of Additional Tier 1 Conversion Notes in relation to which Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable, the margin(s) specified in the relevant Pricing Supplement; and

(ii) in the case of Additional Tier 1 Conversion Notes in relation to which Reset Note Provisions are specified in the relevant Pricing Supplement as being applicable, the First Reset Margin and/or the Subsequent Reset Margin(s), as the case may be, as specified in the relevant Pricing Supplement.

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable): (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

"**Relevant PER Screen Page**" means the relevant page on Bloomberg or such other information service provider that displays the Prevailing Exchange Rate.

"**Relevant Screen Page**" means the page, section or other part of a particular information service (or any successor or replacement page, section or other part of a particular information service, including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of (i) displaying rates or prices comparable to the Reference Rate or (ii) displaying yields for the relevant CMT Rate.

"**Relevant Stock Exchange**" means Nasdaq Helsinki Ltd or, if at the relevant time the shares of the Issuer are not at that time listed and admitted to trading on the official list maintained by Nasdaq Helsinki Ltd, the principal stock exchange or securities market on which the shares of the Issuer are then listed, admitted to trading or quoted or accepted for dealing.

"**Relevant Time**" has the meaning given in the relevant Pricing Supplement.

"**Reset Date**" means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable), in each case as adjusted (if so specified in the relevant Pricing Supplement) in accordance with Condition 5(1) as if the relevant Reset Date was an Interest Payment Date.

"**Reset Determination Date**" means, in respect of the First Reset Period, the second Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Business Day prior to the Second Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Business Day prior to the first day of each such Subsequent Reset Period, or in each case as specified in the relevant Pricing Supplement.

"**Reset Determination Time**" means in relation to a Reset Determination Date, 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date or such other time as may be specified in the relevant Pricing Supplement.

"**Reset Note**" means an Additional Tier 1 Conversion Note on which interest is calculated at reset rates payable in arrear on a fixed date or dates in each year and/or at intervals of one, two, three, six or 12 months or at such other date or intervals as may be agreed between the Issuer and the relevant dealer(s) (as indicated in the relevant Pricing Supplement).

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

"**Reset Reference Bond**" means for any Reset Period (i) if "CMT Rate" is specified as applicable in the relevant Pricing Supplement, the Reset United States Treasury Security, (ii) if "Benchmark Security" is specified in the relevant Pricing Supplement, the Benchmark Security or (iii) the security specified as such in the relevant Pricing Supplement, provided that if such specified security is no longer outstanding then the Reset Reference Bond shall be the Benchmark Security.

"**Reset Reference Rate**" means one of: (i) the Mid-Swap Rate, or (ii) the Reference Bond Rate, or (iii) the CMT Rate, as specified in the relevant Pricing Supplement.

"**Reset United States Treasury Security**" means, in relation to a Reset Determination Date, the United States Treasury Security determined by the Issuer and the Determination Agent:

(i) with a designated maturity which is equal or comparable to the duration of the relevant Reset Period and a remaining term to maturity of no less than one year less than a maturity (the "**Relevant Remaining Term to Maturity**") which is equal or comparable to the duration of the relevant Reset Period; and

(ii) which is in a principal amount equal to an amount that is representative for a single transaction in such United States Treasury Securities in the New York City market.

If two or more United States Treasury Securities have remaining terms to maturity of no less than the Relevant Remaining Term to Maturity, the United States Treasury Security with the longer remaining term to maturity will be used for the purposes of the relevant determination and if two or more United States Treasury Securities have remaining terms to maturity equally close to the duration of the Relevant Remaining Term to Maturity, the United States Treasury Security with the largest nominal amount outstanding will be used for the purposes of the relevant determination.

"**Risk Exposure Amount**" means, at any time, the aggregate amount, expressed in the Accounting Currency, of the risk exposure amount of either the Issuer or the Nordea Group (as the case may be), as at such date, as calculated by the Issuer, on a solo basis in respect of the Issuer or on a consolidated basis

in respect of the Nordea Group applying any transitional provisions set out in CRR in accordance with the Applicable Banking Regulations applicable to either the Issuer and/or the Nordea Group (as the case may be), on such date (which calculation shall be binding on the Holders). For the purposes of this definition, the term "risk exposure amount" means the risk weighted assets or total risk exposure amount, as calculated by the Issuer, in accordance with the Applicable Banking Regulations applicable to either the Issuer and/or the Nordea Group (as the case may be).

"**Second Reset Date**" means the date specified in the relevant Pricing Supplement.

"**Securities**" means any securities including, without limitation, shares in the capital of the Issuer, or securities convertible into, or options, warrants or other rights to subscribe for or purchase or acquire, shares in the capital of the Issuer (and each a "**Security**").

"**Selling Agent**" has the meaning given in Condition 7(f)(iv) (*Settlement Procedures*).

"**Settlement Shares Depositary**" means a reputable independent financial institution, trust company, account manager, nominee entity, depository entity, or similar entity to be appointed by the Issuer on or prior to any date when a function ascribed to the Settlement Shares Depositary in these Conditions is required to be performed to perform such functions and who will hold Conversion Shares (whether in the form of interim shares or regular shares) in a designated trust or custody account for the benefit of the Noteholders and otherwise on terms consistent with these Conditions.

"**Settlement Shares Offer**" has the meaning given in Condition 7(e) (*Settlement Shares Offer*).

"**Settlement Shares Offer Expenses**" has the meaning given in Condition 7(e) (*Settlement Shares Offer*).

"**Settlement Shares Offer Agent**" has the meaning given in Condition 7(e) (*Settlement Shares Offer*).

"**Shareholders**" means the holders of Ordinary Shares.

"**Specified Currency**" has the meaning given in the relevant Pricing Supplement.

"**Specified Period**" has the meaning given in the relevant Pricing Supplement.

"**SRM Regulation**" means Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund, as the same may be amended or replaced from time to time.

"**Subordinated Indebtedness**" means any obligation of the Issuer whether or not having a fixed maturity, which by its terms is, or is expressed to be, subordinated in the event of liquidation or bankruptcy of the Issuer to the claims of depositors and all other unsubordinated creditors of the Issuer.

"**Subsequent Reset Margin**" means the margin specified as such in the relevant Pricing Supplement. "Subsequent Reset Date" means the date or dates specified in the relevant Pricing Supplement.

"**Subsequent Reset Period**" means the period from (and including) the Second Reset Date to (but excluding) the next Subsequent Reset Date, and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date.

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 5(5) (*Interest—Reset Note Provisions*) and Condition 5(6)(c) (*Interest—Supplemental Provision—Reset Reference Rate Conversion*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the relevant Subsequent Reset Margin.

"**Successor Rate**" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser (with the Issuer's agreement) determines is a successor to or replacement of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) which is formally recommended by any Relevant Nominating Body.

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system.

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in euro.

"**Tax Event**" means the receipt by the Issuer of an opinion of counsel in the relevant Taxing Jurisdiction (experienced in such matters) to the effect that, as a result of:

(i) any amendment to, or change in, the laws or treaties (or any regulations thereunder) of the Taxing Jurisdiction affecting taxation;

(ii) any governmental action in the Taxing Jurisdiction; or

(iii) any amendment to, or change in, the official position or the interpretation of such law, treaty (or regulations thereunder) or governmental action or any interpretation, decision or pronouncement that provides for a position with respect to such law, treaty (or regulations thereunder) or governmental action that differs from the theretofore generally accepted position, in each case, by any legislative body, court, governmental authority or regulatory body in the Taxing Jurisdiction, irrespective of the manner in which such amendment, change, action, pronouncement, interpretation or decision is made known,

which amendment or change is effective or such governmental action, interpretation, pronouncement or decision is announced, on or after the Issue Date of the Additional Tier 1 Conversion Notes:

(A) the Issuer is, or will be, subject to additional taxes, duties or other governmental charges with respect to the Additional Tier 1 Conversion Notes or is not, or will not be, entitled to claim a deduction in respect of payments in respect of the Additional Tier 1 Conversion Notes in computing its taxation liabilities (or the value of such deduction would be materially reduced); or

(B) the treatment of any of the Issuer's items of income or expense with respect to the Additional Tier 1 Conversion Notes as reflected on the tax returns (including estimated returns) filed (or to be filed) by the Issuer will not be respected by a taxing authority, which subjects the Issuer to additional taxes, duties or other governmental charges.

"**Taxing Jurisdiction**" means the Relevant Jurisdiction or any political subdivision thereof or any authority or agency therein or thereof having power to tax or any other jurisdiction or any political subdivision thereof or any authority or agency therein or thereof, having power to tax in which the Issuer is treated as having a permanent establishment, under the income tax laws of such jurisdiction.

"**Tier 1 Capital**" means tier 1 capital for the purposes of the Applicable Banking Regulations.

"**Tier 2 Capital**" means tier 2 capital for the purposes of the Applicable Banking Regulations.

a "**Trigger Event**" shall occur if at any time the Issuer, the Competent Authority or any agent appointed for such purpose by the Competent Authority has determined that the CET1 Ratio of (i) either the Issuer on a solo basis or the Nordea Group on a consolidated basis (a "**Combined Trigger Event**") or (ii) the Nordea Group on a consolidated basis only (a "**Group Trigger Event**"), as specified in the relevant Pricing Supplement, is less than the Trigger Level.

"**Trigger Level**" has the meaning given in the relevant Pricing Supplement.

"**Volume Weighted Average Price**" means, in respect of an Ordinary Share on any dealing day, the order book volume-weighted average price of an Ordinary Share published by or derived from the Relevant Stock Exchange or the relevant Bloomberg page or, in any such case, such other source as shall be determined in good faith to be appropriate by an Independent Adviser on such dealing day, provided that if on any such dealing day such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of an Ordinary Share in respect of such dealing day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding dealing day on which the same can be so determined or determined as an Independent Adviser might otherwise determine in good faith to be appropriate.

"**Withholding Tax Event**" has the meaning given in Condition 6(b) (*Early Redemption for Taxation Reasons – Withholding Tax*).

(b) In these Conditions:

(i) if Talons are specified in the relevant Pricing Supplement as being attached to the Additional Tier 1 Conversion Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;

(ii) if Talons are not specified in the relevant Pricing Supplement as being attached to the Additional Tier 1 Conversion Notes at the time of issue, references to Talons are not applicable;

(iii) any reference to principal shall be deemed to include any premium payable in respect of an Additional Tier 1 Conversion Note and any other amount in the nature of principal payable pursuant to these Conditions;

(iv) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 9 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;

(v) if an expression is stated in Condition 1(a) (*Interpretation—Definitions*) to have the meaning given in the relevant Pricing Supplement, but the relevant Pricing Supplement gives no such meaning or specifies that such expression is "Not Applicable" then such expression is not applicable to the Additional Tier 1 Conversion Notes;

(vi) any reference to the Agency Agreement or Deed of Covenant shall be construed as a reference to the Agency Agreement or Deed of Covenant, as the case may be, as amended and/or supplemented up to (and including) the Issue Date of the Additional Tier 1 Conversion Notes;

(vii) references to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment; and

(viii) if a Trigger Event is specified in the relevant Pricing Supplement as being a Group Trigger Event, all amounts and ratios to be calculated under these Conditions should be calculated on the basis of the Nordea Group on a consolidated basis only, and should not require any amounts or ratios to be calculated by reference to the Issuer on a solo basis.

2. Form and Denomination

(a) ***Form***

Additional Tier 1 Conversion Notes are issued in bearer form or registered form, as specified in the relevant Pricing Supplement and are serially numbered. The Additional Tier 1 Conversion Notes will be in substantially the form (subject to amendment and completion) scheduled to the Agency Agreement.

(b) ***Form of Bearer Notes***

Additional Tier 1 Conversion Notes issued in bearer form ("**Bearer Notes**") will be represented upon issue by a temporary global note (a "**Temporary Global Note**") or a permanent global Note (a "**Permanent Global Note**" and together with a Temporary Global Note, the "**Global Bearer Notes**") in substantially the form (subject to amendment and completion) scheduled to the Agency Agreement. On or after the date which is forty days after the completion of the distribution of the Additional Tier 1 Conversion Notes (the "**Exchange Date**") of the relevant Series and provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (substantially in the form set out in the Temporary Global Note) has been received, interests in the Temporary Global Note may be exchanged for:

(i) interests in a Permanent Global Note representing the Additional Tier 1 Conversion Notes of that Series and in substantially the form (subject to amendment and completion) scheduled to the Agency Agreement; or

(ii) if so specified in the relevant Pricing Supplement, definitive bearer notes ("**Definitive Bearer Notes**") serially numbered and in substantially the form (subject to amendment and completion) scheduled to the Agency Agreement.

If any date on which a payment of interest is due on the Additional Tier 1 Conversion Notes of a Series occurs whilst any of the Additional Tier 1 Conversion Notes of that Series are represented by the Temporary Global Note, the related interest payment will be made on the Temporary Global Note only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in the form set out in the Temporary Global Note) has been received by Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, SA ("**Clearstream, Luxembourg**") or by any other clearing system to which Additional Tier 1 Conversion Notes or any interest therein may from time to time be credited. Payments of principal or interest (if any) on a Permanent Global Note will be made through Euroclear and Clearstream, Luxembourg without any requirement for certification.

Interests in the Permanent Global Note will, unless the contrary is specified in the relevant Pricing Supplement, be exchangeable at the cost and expense of the Issuer, unless otherwise specified in the relevant Pricing Supplement, in whole (but not in part), at the option of the Holder of such Permanent Global Note for Definitive Bearer Notes if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system(s) is closed for business for a continuous period of 14 days (other than by reason of public holidays) or announces an intention to cease business permanently or does in fact do so or (b) any of the events specified under Condition 8(a) (*Enforcement Events*) occurs in respect of any Additional Tier 1 Conversion Note of the relevant Series. Whenever the Permanent Global Note is to be exchanged for Definitive Bearer Notes, the Issuer shall procure the prompt delivery of such Definitive Bearer Notes duly authenticated and with Coupons and Talons attached (if so specified in the relevant Pricing Supplement), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the Holder of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the Holder requesting such exchange. If default is made by the Issuer in the required delivery of Definitive Bearer Notes and such default is continuing at 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange, such Permanent Global Note will become void in accordance with its terms but without prejudice to the rights of the Account Holders (as defined in the Deed of Covenant) with Euroclear and Clearstream, Luxembourg in relation thereto under the Deed of Covenant.

Definitive Bearer Notes will, if so specified in the relevant Pricing Supplement, have attached thereto at the time of their initial delivery coupons ("**Coupons**"), presentation of which will be prerequisite to the payment of interest in certain circumstances specified below provided that Definitive Bearer Notes, if so specified in the relevant Pricing Supplement, have attached thereto at the time of initial delivery Coupons and one Talon for further Coupons (a "**Talon**" together with the Coupons in such case and where the context so permits, the "**Coupons**") entitling the holder thereof to further Coupons and a further Talon.

(c) ***Form of Registered Notes***

Additional Tier 1 Conversion Notes issued in registered form ("**Registered Notes**") will be in substantially the form (subject to amendment and completion) scheduled to the Agency Agreement. Registered Notes will not be exchangeable for Bearer Notes.

The Registered Notes sold pursuant to Rule 144A under the United States Securities Act of 1933, as amended (the "**Securities Act**") initially will be evidenced by one or more Additional Tier 1 Conversion Notes in registered, global form without interest coupons (collectively, the "**Rule 144A Global Registered Notes**"). The Registered Notes sold pursuant to Regulation S under the Securities Act initially will also be evidenced by one or more Additional Tier 1 Conversion Notes in registered, global form without interest coupons (collectively, the "**Regulation S Global Registered Notes**" and, together with the Rule 144A Global Registered Notes, the "**Global Registered Notes**" and together with the "**Global Bearer Notes**", the "**Global Notes**"). Upon issuance, the Global Registered Notes may be deposited with the Fiscal Agent or a Paying Agent as custodian for The Depository Trust Company ("**DTC**"), in New York, New York, and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below. Beneficial interests in the Rule 144A Global Registered Notes may not be exchanged for beneficial interests in the Regulation S Global Registered Notes at any time except in the limited circumstances described below under Condition 3(c) (*Transfer of Registered Notes*) below.

Registered Notes evidenced by a Regulation S Global Registered Note may also be registered in the name of a common depositary (or its nominee) for Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, SA ("**Clearstream, Luxembourg**") and/or any other relevant clearing system and the relevant Regulation S Global Registered Note will be deposited on or about its Issue Date with the common depositary.

Except as set forth below, the Global Registered Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Registered Notes may not be exchanged for Additional Tier 1 Conversion Notes in definitive form except in the limited circumstances described below.

Registered Notes sold to QIBs in reliance on Rule 144A (including beneficial interests in the Rule 144A Global Registered Notes) will be subject to certain restrictions on transfer and will bear a restrictive legend as described under Condition 3(d) (*Rule 144A Legend*) below. In addition, transfers of beneficial interests in the Global Registered Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear or Clearstream, Luxembourg, which may change from time to time).

(d) ***Denomination***

Additional Tier 1 Conversion Notes will be issued in such denominations as may be specified in the relevant Pricing Supplement, subject to (i) a minimum denomination of U.S.$200,000 (or, in the case of Additional Tier 1 Conversion Notes not denominated in U.S. dollars, the equivalent thereof in such foreign currency, rounded down to the nearest 100,000 units of such foreign currency, but so that in no event will the minimum denomination be lower than €100,000 or its equivalent at the date of issue of the relevant Additional Tier 1 Conversion Notes) and integral multiples of U.S.$1,000 (or, in the case of Additional Tier 1 Conversion Notes not denominated in U.S. dollars, 1,000 units of such foreign currency) in excess thereof; and (ii) compliance with all applicable legal and/or regulatory and/or central bank requirements.

(e) ***Currency of the Additional Tier 1 Conversion Notes***

Additional Tier 1 Conversion Notes may be denominated in any currency subject to compliance with all applicable legal and/or regulatory and/or central bank requirements and the regulations of the applicable securities system in which they are issued.

For the purposes of these Terms and Conditions (the "**Conditions**"), references to the Additional Tier 1 Conversion Notes shall, as the context may require, be deemed to be Bearer Notes, Temporary Global Notes, Permanent Global Notes, Global Notes, Definitive Bearer Notes, Registered Notes, Rule 144A Global Registered Notes, Regulation S Global Registered Notes, Global Registered Notes or Definitive Registered Notes (as defined herein).

3. Title, Transfer and Delivery

(a) ***Title to Bearer Notes***

Title to the Bearer Notes and Coupons passes by delivery. References herein to the "**Noteholders**" or "**Holders**" of Bearer Notes or of Coupons signify the bearers of such Bearer Notes or such Coupons.

The Holder of any Bearer Note or Coupon will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

(b) ***Title to Registered Notes***

Title to Registered Notes passes by registration in the register (the "**Note Register**") which is kept by the Registrar as specified in the relevant Pricing Supplement. References herein to the "**Noteholders**" or "**Holders**" of Registered Notes signify the persons in whose names such Additional Tier 1 Conversion Notes are so registered.

Subject to such reasonable procedures as it may prescribe, the Issuer will keep the Note Register for the exchange, registration and registration of transfer of Additional Tier 1 Conversion Notes at the designated corporate trust office of the Fiscal Agent in the City of New York, the Fiscal Agent acting as the Issuer's agent for such purposes. The Fiscal Agent will keep the Note Register at said office and will make such Note Register available for inspection upon the request of the Issuer. Included in the Note Register will be the name and address of the Holder of each Additional Tier 1 Conversion Note, the amount of each Additional Tier 1 Conversion Note, notations as to whether such Additional Tier 1 Conversion Notes have been paid or cancelled, and, in the case of mutilated, destroyed, stolen or lost Additional Tier 1 Conversion Notes, whether such Additional Tier 1 Conversion Notes have been replaced. In the case of the replacement of any of the Additional Tier 1 Conversion Notes, the Fiscal Agent will keep a record of the Additional Tier 1 Conversion Note so replaced, and the Additional Tier 1 Conversion Note issued in replacement thereof. In the case of the cancellation of any of the Additional Tier 1 Conversion Notes, the Fiscal Agent will keep a record of the Additional Tier 1 Conversion Note so cancelled and the date on which such Additional Tier 1 Conversion Note was cancelled. The Holder of any Registered Note will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

(c) ***Transfer of Registered Notes***

A Registered Note may, upon the terms and subject to the conditions set forth in the Agency Agreement, be transferred in whole or in part only (provided that such part is, or is an integral multiple of, the minimum denomination specified in the relevant Pricing Supplement) upon the surrender of the Registered Note to be transferred, together with the form of transfer endorsed on it (the "**Certificate of Transfer**") duly completed and executed, at the corporate trust office of the Fiscal Agent. A new Registered Note will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Registered Note in respect of the balance not transferred will be issued to the transferor.

The following procedures and restrictions with respect to the registration of any transfer of any Registered Note shall apply:

(i) The Fiscal Agent shall register the transfer of any Registered Note, if the requested transfer (x) is to the Issuer, (y) such transfer is, in the case of Rule 144A Global Registered Notes, at least one year (or such other period as shall constitute the required holding period pursuant to Rule 144A under the Securities Act) after the later of (i) the Issue Date of such Registered Note (or any predecessor of such Registered Note) and (ii) the sale of such Registered Note (or any predecessor of such Registered Note) by the Issuer or an Affiliate of the Issuer (computed in accordance with paragraph (d) of Rule 144 under the Securities Act) and the Holder of such Registered Note is not at the proposed date of such transfer and was not during the three months preceding such proposed date of transfer an Affiliate of the Issuer, or (z) such transfer is, in the case of Regulation S Global Registered Notes, at least 40 days after the Issue Date of such Additional Tier 1 Conversion Note (or any predecessor of such Additional Tier 1 Conversion Note). No further documents, certifications or other evidence need be supplied in respect of any such transfer.

(ii) The Fiscal Agent shall register the transfer of any Registered Note if the Holder of such Registered Note has properly completed the Certificate of Transfer, or a transfer instrument substantially in the form of such Certificate of Transfer, and has delivered such Certificate of Transfer to the Fiscal Agent.

(iii) The Fiscal Agent shall register the transfer of a Registered Note to or from the DTC, Euroclear, Clearstream, Luxembourg or any other institutional trading system designated by the Issuer in a written notice to the Fiscal Agent. In connection with any such transfer to the DTC for deposit or for deposit in such other institutional trading system, no further documents, certifications or other evidence need be supplied to the Fiscal Agent in respect thereof. In connection with any such transfer out of Euroclear, Clearstream, Luxembourg or such other institutional trading system, the Fiscal Agent shall receive such documents, certifications or other evidence from the transferor or transferee as are specified in such written notice.

(iv) If so directed by the Issuer, the Fiscal Agent shall register the transfer of the Registered Notes, from or through any dealer, placement agent or other person specified by the Issuer which has agreed in writing to offer, sell and effect transfers of Registered Notes only (i) to a prospective purchaser who is such dealer, placement agent or other person has reasonable grounds to believe and does believe is a QIB; or (ii) in an offshore transaction in accordance with Rule 903 or 904 of Regulation S. No further documents, certifications or other evidence need be supplied in respect of any such transfer.

(v) With respect to any requested transfer of a Registered Note not provided for in clauses (i) through (iv) above, the Fiscal Agent shall not register such transfer except upon the order of the Issuer signed by or on behalf of the Issuer by an authorised officer or a duly appointed attorney-in-fact of the Issuer and then only pursuant to any additional procedures as the Issuer may establish and against surrender of such Registered Note. Such additional procedures may include, without limitation, (x) delivery by the transferor or the proposed transferee of an opinion of counsel reasonably satisfactory to the Issuer to the effect that such transfer may be effected without registration under the Securities Act and (y) the delivery by the proposed transferee of representation letters in form and substance reasonably satisfactory to the Issuer to ensure compliance with the provisions of the Securities Act. It is understood that the issuance of such order by the Issuer shall be in the sole and absolute discretion of the Issuer.

(vi) Upon receipt of the duly completed Registered Note and any required instruments of transfer, transfer notices or other written statements or documents as described above, the Fiscal Agent shall cancel such Registered Note and register the transfer and complete, authenticate and

deliver in the name of the designated transferee or transferees, one or more new Registered Notes of authorised denominations in the principal amount specified on such Registered Note.

(vii) The Fiscal Agent shall have no liability whatsoever to any party so long as it registers the transfer in accordance with the instructions described herein.

All Registered Notes issued upon any transfer or exchange of Registered Notes shall be valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under the Agency Agreement as the Registered Notes surrendered upon such transfer or exchange. Each Registered Note authenticated and delivered upon any transfer or exchange for or in lieu of the whole or any part of any Registered Note shall carry all the rights to interest (if any) and additional amounts (if any) in each case accrued and unpaid and to accrue, which were carried by the whole or such part, as the case may be, of such Registered Note.

The Issuer or Fiscal Agent may decline to exchange or register the transfer of any Registered Note during the period of 15 days preceding (i) the due date for any payment of principal of or interest on or additional amounts with respect to the Registered Notes; (ii) the date on which Registered Notes are scheduled for redemption pursuant to Condition 6 (*Redemption and Repurchase*) or (iii) if required by the Fiscal Agent, the relevant date on which Registered Notes are scheduled for interest cancellation under Condition 5(7) or for Automatic Conversion under Condition 7 (*Loss Absorption Mechanism*).

Transfer, registration and exchange shall be permitted and executed as provided in this Condition 3(c) (*Transfer of Registered Notes*) without any charge to the Holder other than any taxes or governmental charges payable on transfers or any expenses of delivery by other than regular mail, but subject to such reasonable regulations as the Issuer and the Fiscal Agent may prescribe. Registration of the transfer of a Registered Note by the Fiscal Agent shall be deemed to be the acknowledgment of such transfer on behalf of the Issuer.

Upon the transfer, exchange or replacement of Registered Notes not bearing the Rule 144A Legend (as defined herein), the Fiscal Agent shall deliver Registered Notes that do not bear the Rule 144A Legend. Upon the transfer, exchange or replacement of Registered Notes bearing the Rule 144A Legend, the Fiscal Agent shall deliver only Registered Notes that bear the Rule 144A Legend unless the circumstances contemplated by Condition 3(c)(i)(y) (*Transfer of Registered Notes*) above exist.

(d) ***Rule 144A Legend***

Upon the transfer, exchange or replacement of the Registered Notes bearing the private placement legend (the "**Rule 144A Legend**") for the purpose of Rule 144A under the Securities Act set forth in the form of the Registered Note scheduled to the Agency Agreement, the Fiscal Agent shall deliver only Additional Tier 1 Conversion Notes that also bear such legend unless there is delivered to the Issuer and to the Fiscal Agent such satisfactory evidence, which may include an opinion, reasonably satisfactory to the Issuer, of counsel experienced in giving opinions with respect to questions arising under the securities laws of the United States, that neither the Rule 144A Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act or that such Additional Tier 1 Conversion Notes are not "restricted securities" within the meaning of Rule 144 under the Securities Act. The Issuer covenants and agrees that it will not acquire any beneficial interest, and will cause its Banking Affiliates not to acquire any beneficial interest, in any Registered Note bearing the Rule 144A Legend unless it notifies the Fiscal Agent in writing of such acquisition. The Fiscal Agent and all Noteholders will be entitled to rely without further investigation on any such notification (or lack thereof). "**Banking Affiliate**" means for the purpose of this Condition 3(d) any entity controlled, directly or indirectly, by the Issuer, any entity that controls the Issuer, directly or indirectly, or any entity under common control with the Issuer, and which is in each case, a credit institution whose business is to receive deposits or other repayable funds from the public and to grant credits for its own account. For this purpose "control" of the Issuer or any entity means ownership of a majority of the voting power of the Issuer or such entity.

4. Status

Ranking

Unless previously converted into Conversion Shares pursuant to Condition 7 (*Loss Absorption Mechanism*), and subject as provided below, the Additional Tier 1 Conversion Notes issued pursuant to these Conditions (the "**Additional Tier 1 Conversion Notes**") of each Series and any related Coupons constitute and will constitute direct, unsecured, unguaranteed and subordinated obligations of the Issuer. For regulatory capital purposes, the

Issuer intends, on the relevant Issue Date, that the Additional Tier 1 Conversion Notes shall constitute Additional Tier 1 Capital.

In the event of the voluntary or involuntary liquidation or bankruptcy of the Issuer, the rights and claims (if any) of the Holders of any Additional Tier 1 Conversion Notes to payments in respect of the Additional Tier 1 Conversion Notes (including any principal, any accrued and uncancelled interest or damages awarded for breach of any obligations under these Conditions, if any are payable), will rank:

(i) *pari passu* without any preference among the Additional Tier 1 Conversion Notes;

(ii) at least *pari passu* with payments to holders of present or future outstanding Parity Securities of the Issuer;

(iii) in priority to payments to holders of present or future outstanding Junior Securities of the Issuer; and

(iv) junior in right of payment to the payment of any present or future claims of (a) depositors of the Issuer, (b) other unsubordinated creditors of the Issuer, and (c) subordinated creditors of the Issuer in respect of Subordinated Indebtedness (other than Parity Securities and Junior Securities) including, for the avoidance of doubt, Tier 2 Capital instruments,

subject, in all cases, to mandatory provisions of Finnish law, including but not limited to the Finnish implementation of Article 48(7) of the BRRD in item 6 of Chapter 1, Section 4a, Subsection 1 of the Finnish Act on Credit Institutions (Fi: *laki luottolaitostoiminnasta* (610/2014), as amended) to the effect that claims resulting from items qualifying (whether in whole or in part) as own funds of the Issuer have a lower priority ranking than any claim that results from an item which does not qualify (whether in whole or in part) as own funds of the Issuer.

In the event of the liquidation or bankruptcy of the Issuer that occurs after the date on which a Trigger Event occurs but before the Registration Date, the rights and claims (if any) of the Noteholders in respect of their Additional Tier 1 Conversion Notes shall be limited to such amount, if any, as would have been payable to Noteholders on a return of assets in such liquidation or bankruptcy of the Issuer if the Registration Date had occurred immediately before the occurrence of such liquidation or bankruptcy of the Issuer.

General

No Holder of the Additional Tier 1 Conversion Notes shall be entitled to exercise any right of set-off, netting or counterclaim against moneys owed by the Issuer in respect of such Additional Tier 1 Conversion Notes.

5. Interest

The Additional Tier 1 Conversion Notes shall be interest bearing and the Pricing Supplement in relation to each Series of Additional Tier 1 Conversion Notes shall specify which of Conditions 5(1) (*Interest—Fixed Rate*), 5(2) (*Interest—Floating Rate (other than the Floating Rate Notes referencing SONIA, SOFR or TONA)*), 5(3) (*Interest – Floating Rate Notes referencing SONIA, SOFR or TONA*), 5(4) (*Interest—Other Rates*) and/or 5(5) (*Interest – Reset Note Provisions*) shall be applicable provided that Condition 5(6) (*Interest—Supplemental Provision*) will be applicable to each Series of Additional Tier 1 Conversion Notes as specified therein, save, in each case, to the extent inconsistent with the relevant Pricing Supplement. The application of any of Conditions 5(1) to 5(6) shall be subject to Condition 5(7) (*Interest Cancellation in respect of Additional Tier 1 Conversion Notes*).

(1) ***Interest—Fixed Rate Note Provisions***

This Condition 5(1) is applicable to the Additional Tier 1 Conversion Notes only if the Fixed Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable. The Additional Tier 1 Conversion Notes in relation to which this Condition 5(1) is applicable shall bear interest on its principal amount from and including their Issue Date (as specified in the relevant Pricing Supplement) to, but excluding, the date of any final redemption at the rate or rates per annum specified in the relevant Pricing Supplement. Such interest will be payable in arrear on each Interest Payment Date as is specified in the relevant Pricing Supplement and on the date of any final redemption. The amount of interest payable in respect of each Additional Tier 1 Conversion Note for any period for which a Fixed Interest Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product (i) in respect of an Additional Tier 1 Conversion Note denominated in U.S. dollars, on the basis of a 360 day year consisting of twelve months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed and (ii) in the case of an Additional Tier 1 Conversion Note denominated in a currency other than U.S. dollars, on the basis of the number of days in the relevant period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the relevant payment date divided by (x) in the case of Additional Tier 1

Conversion Notes where interest is scheduled to be paid only by means of regular annual payments, the number of days in the period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the next scheduled Interest Payment Date or (y) in the case of Additional Tier 1 Conversion Notes where interest is scheduled to be paid other than only by means of regular annual payments, the product of the number of days in the period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the next scheduled Interest Payment Date and the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year; rounding the resulting figure to the nearest sub-unit of the Specified Currency, (half a sub-unit being rounded upwards) and multiplying such rounded figures by a fraction equal to the Specified Denomination (as specified in the relevant Pricing Supplement) of such Additional Tier 1 Conversion Note divided by the Calculation Amount. For the purposes of this Condition 5, a "sub-unit" means, in the case of any currency other than U.S. dollar, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of U.S. dollar, means one cent. Interest may also be calculated on such other basis as may be specified in the relevant Pricing Supplement.

(2) ***Interest—Floating Rate Note Provisions (other than Floating Rate Notes referencing SONIA, SOFR or TONA)***

(a) This Condition 5(2) is applicable to the Additional Tier 1 Conversion Notes only if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable and the Reference Rate is not SONIA, SOFR or TONA. The Additional Tier 1 Conversion Notes in relation to which this Condition 5(2) is applicable (the "**Floating Rate Option**") shall bear interest on its principal amount at the rates per annum determined in accordance with this Condition 5(2).

(b) Such Additional Tier 1 Conversion Notes shall bear interest from and including their Issue Date (as specified in the relevant Pricing Supplement) to, but excluding, the date of any final redemption. Such interest will be payable on each date (an "**Interest Payment Date**") which falls such period of months as may be specified in the relevant Pricing Supplement after such Issue Date or, as the case may be, after the preceding Interest Payment Date. If any Interest Payment Date would otherwise fall on a date which is not a Business Day, it shall be postponed to the next Business Day unless it would thereby fall into the next calendar month, in which event it shall be brought forward to the preceding Business Day unless it is specified in the relevant Pricing Supplement that if any Interest Payment Date would otherwise fall on the date which is not a Business Day, it shall be postponed to the next Business Day. If such Issue Date or any succeeding Interest Payment Date falls on the last Business Day of the month, each subsequent Interest Payment Date shall be the last Business Day of the relevant month. Each period beginning on (and including) such Issue Date and ending on (but excluding) the First Interest Payment Date and each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**".

(c) The Pricing Supplement in relation to each Series of Additional Tier 1 Conversion Notes in relation to which the Floating Rate Note Provisions or Reset Note Provisions are specified as being applicable shall specify which Relevant Screen Page on the Reuters Screen or any other information vending service shall be applicable. For these purposes, "**Reuters Screen**" means the Reuters Money 3000 Service (or such other service as may be nominated as the information vendor for the purpose of displaying comparable rates in succession thereto).

(d) If Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to such Additional Tier 1 Conversion Notes for each Interest Period shall be determined by the Calculation Agent on the following basis:

(A) If the Reference Rate is a composite quotation or customarily supplied by one entity, then:

(i) where the Floating Rate Option is based on the Euro-zone interbank offered rate ("**EURIBOR**") the Calculation Agent will determine the rate for deposits (or, as the case may require, the arithmetic mean of the rates for deposits) in euro for a period of the duration of the relevant Interest Period on the Relevant Screen Page as of 11.00 a.m. (Brussels time) of the second TARGET

Settlement Day before the first day of the relevant Interest Period (the "**EURIBOR Interest Determination Date**");

(ii) where the Floating Rate Option is based on an interbank offered rate in a Relevant Financial Centre specified in the relevant Pricing Supplement other than as set in paragraphs (v) and (vi) below, the Calculation Agent will determine the rate for deposits (or, as the case may require, the arithmetic mean of the rates for deposits) in the relevant currency for a period of the duration of the relevant Interest Period on the Relevant Screen Page as of the Relevant Time on the Interest Determination Date;

(iii) if no such rate for deposits so appears (or, as the case may require, if fewer than two such rates for deposits so appear), the Calculation Agent will request appropriate quotations and will determine the arithmetic mean of the rates at which deposits in the relevant currency are offered by four major banks (selected by the Issuer) in the Relevant Financial Centre at approximately the Relevant Time on the first day of the relevant Interest Period to prime banks in the interbank market of the Relevant Financial Centre in each such case for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the Relevant Time;

(iv) if fewer than two rates are so quoted, the Calculation Agent will determine the arithmetic mean of the rates quoted by major banks in the Relevant Financial Centre, selected by the Calculation Agent (in consultation with the Issuer) at approximately the Relevant Time on the first day of the relevant Interest Period for loans in the relevant currency to leading European banks for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the Relevant Time;

(v) where the Floating Rate Option is based on the Federal Funds rate (the "**Federal Funds Rate**") the Calculation Agent will determine the rate for deposits (or, as the case may require, the arithmetic mean of the rates for deposits) in the relevant currency for a period of the duration of the relevant Interest Period on the Interest Determination Date for U.S. dollar federal funds as such rate is published in H.15 opposite the heading "*Federal Funds (Effective)*", as such rate is displayed on Reuters (or any successor service) on page FEDFUNDS 1 (or any other page as may replace such page) ("**Reuters Page FEDFUNDS 1**"), or, if such rate does not appear on Reuters Page FEDFUNDS 1 or is not so published by 11:00 a.m. New York City time on the day that is one New York City Banking Day following the date the Federal Funds Rate is calculated, the rate on such Interest Determination Date for U.S. dollar federal funds as published in H.15 Daily Update, or such other recognised electronic source used for the purpose of displaying such rate, under the caption "*Federal Funds (Effective)*". If such rate does not appear on Reuters Page FEDFUNDS 1 or is not yet published in H.15, H.15 Daily Update or another recognised electronic source by 11:00 a.m. New York City time on the day that is one New York City Banking Day following the date the Federal Funds Rate is calculated, then the Federal Funds Rate on such Interest Determination Date will be calculated by the Calculation Agent and will be the arithmetic mean of the rates for the last transaction in overnight U.S. dollar federal funds arranged by three leading brokers of U.S. dollar federal funds transactions in New York City (which may include the Dealers or their affiliates) selected by the Calculation Agent (after consultation with Nordea) prior to 9:00 a.m., New York City time, on such Interest Determination Date; provided, however, that if the brokers so selected by the Calculation Agent (in consultation with the Issuer) are not quoting as mentioned in this sentence, the Federal Funds Rate determined as of such Interest Determination Date will be the Federal Funds Rate in effect on such Interest Determination Date, or, if no Federal Funds Rate was in effect on such Interest Determination Date, the rate for the following Interest Period shall be the initial Rate of Interest. Save as set out in the relevant Pricing

Supplement, the "Interest Determination Date" with respect to the Federal Funds Rate will be the Federal Funds Rate Business Day immediately preceding the applicable Interest Period and "Federal Funds Rate Business Day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorised or required by law, regulation or executive order to close in New York City; provided, however, that, with respect to Additional Tier 1 Conversion Notes denominated in a Specified Currency other than U.S. dollars, it is also not a day on which commercial banks are authorised or required by law, regulation or executive order to close in the Principal Financial Centre of the country issuing the Specified Currency. The "Principal Financial Centre" means the capital city of the country issuing the Specified Currency except, that with respect to U.S. dollars, Canadian dollars, and Swiss francs, the "**Principal Financial Centre**" shall be New York City, Toronto, and Zurich, respectively. "**H.15**" means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the Federal Reserve System (the "**Board of Governors**"), or its successor, available through the website of the Board of Governors at *www.federalreserve.gov/releases/H15* and "**H.15 Daily Update**" means the daily update of H.15 available at the Board of Governors of the Federal Reserve System's Internet web site located at *www.federalreserve.gov/releases/H15*, or any successor site or publication; and

(vi) where the Floating Rate Option is based on the Prime Rate (the "**Prime Rate**") the Calculation Agent will determine the rate for deposits (or, as the case may require, the arithmetic mean of the rates for deposits) in the relevant currency for a period of the duration of the relevant Interest Period on the Interest Determination Date as such rate is published in H.15 opposite the caption "*Bank Prime Loan*" or, if not published by 5:00 p.m., New York City time, on the day that is one New York City Banking Day following such Interest Determination Date, the rate on such Interest Determination Date as published in H.15 Daily Update, or such other recognised electronic source used for the purpose of displaying such rate, opposite the caption "*Bank Prime Loan*". If such rate is not yet published in H.15, H.15 Daily Update or another recognised electronic source by 5:00 p.m. New York City time on the day that is one New York City Banking Day following such Interest Determination Date, then the Prime Rate shall be the arithmetic mean, as determined by the Calculation Agent, of the rates of interest publicly announced by three major banks (which may include affiliates of the Dealers) in New York City selected by the Calculation Agent (after consultation with Nordea) as the U.S. dollar prime rate or base lending rate in effect for such Interest Determination Date. (Each change in the prime rate or base lending rate of any bank so announced by such bank will be effective as of the effective date of the announcement or, if no effective date is specified, as of the date of the announcement.) If fewer than three major banks (which may include affiliates of the Dealers) so selected in New York City have publicly announced a U.S. dollar prime rate or base lending rate for such Interest Determination Date, the Prime Rate with respect to such Interest Determination Date shall be the rate in effect on such Interest Determination Date, or, if no Prime Rate was in effect on such Interest Determination Date, the rate for the following Interest Period shall be the initial Rate of Interest. Save as set out in the relevant Pricing Supplement, the "**Interest Determination Date**" with respect to the Prime Rate will be the first day of the relevant Interest Period and "**New York City Banking Day**" shall mean any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the city of New York. As used above, "**H.15**" means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the Federal Reserve System (the "**Board of Governors**"), or its successor, available through the website of the Board of Governors at *www.federalreserve.gov/releases/h15* and "**H.15 Daily Update**" means the daily update of H.15 available at the Board of Governors of the Federal

Reserve System's Internet web site located at *www.federalreserve.gov/releases/h15*, or any successor site or publication,

(B) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Pricing Supplement, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(1) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(2) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period; provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Determination Agent shall determine such rate at such time and by reference to such sources as it determines appropriate,

and the Rate of Interest applicable to such Additional Tier 1 Conversion Notes during each Interest Period will be the sum of the Relevant Margin and the rate (or, as the case may be, the arithmetic mean) so determined provided that, if the Calculation Agent is unable to determine a rate (or, as the case may be, an arithmetic mean) in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to such Additional Tier 1 Conversion Notes during such Interest Period will be the sum of the Relevant Margin and the rate (or, as the case may be, the arithmetic mean) last determined in relation to such Additional Tier 1 Conversion Notes in respect of a preceding Interest Period. For the purpose of these Conditions, "**Euro-zone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty on European Union as amended, and as used in this Condition 5 and "**Interest Determination Date**" means (other than in respect of paragraphs A(v) and (vi) above) the date specified as such in the relevant Pricing Supplement.

(e) The Calculation Agent will, as soon as practicable after determining the Rate of Interest in relation to each Interest Period, calculate the Interest Amount payable in respect of the Calculation Amount specified in the relevant Pricing Supplement for the relevant Interest Period. The amount of interest shall be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the actual number of days in the Interest Period concerned divided by 360 (or, in the case of the Additional Tier 1 Conversion Notes denominated in Pounds Sterling, 365 (or, if any portion of such Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion divided by 366 and (ii) the actual number of days in the remainder of such Interest Period divided by 365)) or by such other number as may be specified in the relevant Pricing Supplement, rounding the resulting figure to the nearest sub-unit of the currency in which such Additional Tier 1 Conversion Notes are denominated or, as the case may be, in which such interest is payable (one half of any such sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Additional Tier 1 Conversion Note divided by the Calculation Amount. Where the Specified Denomination of such an Additional Tier 1 Conversion Note comprises more than one Calculation Amount, the Interest Amount payable in respect of such Additional Tier 1 Conversion Note shall be the aggregate of the amounts (determined in the manner above) for each Calculation Amount comprising the Specified Denomination, without any further rounding. For this purpose, a "**sub-unit**" means, in the case of any currency other than U.S. dollar, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of U.S. dollar, means one cent.

(3) ***Interest – Floating Rate Notes referencing SONIA, SOFR or TONA***

(a) This Condition 5(3) is applicable to the Additional Tier 1 Conversion Notes only if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable and the Reference Rate is SONIA, SOFR or TONA. The Additional Tier 1 Conversion Notes in relation to which this Condition 5(3) is applicable shall bear interest on its principal amount at the rates per annum determined in accordance with this Condition 5(3).

(b) Such Additional Tier 1 Conversion Notes shall bear interest from and including their Issue Date (as specified in the relevant Pricing Supplement) to, but excluding, the date of any final redemption. Such interest will be payable on each date (an "**Interest Payment Date**") which falls such period of months as may be specified in the relevant Pricing Supplement after such Issue Date or, as the case may be, after the preceding Interest Payment Date. If any Interest Payment Date would otherwise fall on a date which is not a Business Day, it shall be postponed to the next Business Day unless it would thereby fall into the next calendar month, in which event it shall be brought forward to the preceding Business Day unless it is specified in the relevant Pricing Supplement that if any Interest Payment Date would otherwise fall on the date which is not a Business Day, it shall be postponed to the next Business Day. If such Issue Date or any succeeding Interest Payment Date falls on the last Business Day of the month, each subsequent Interest Payment Date shall be the last Business Day of the relevant month. Each period beginning on (and including) such Issue Date and ending on (but excluding) the First Interest Payment Date and each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**".

(c) Subject to Conditions 5(8) and 5(6)(e) (if applicable), where the Reference Rate specified in the relevant Pricing Supplement is SONIA, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SONIA plus or minus (as specified in the relevant Pricing Supplement) the Relevant Margin, all as determined by the Calculation Agent.

For the purposes of this Condition 5(3):

"**Compounded Daily SONIA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date in question, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

(i) in the case of Compounded Daily SONIA specified in the relevant Pricing Supplement as being SONIA with Observation Period Shift:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SONIA_i \times n_i}{365}\right)-1\right] \times \frac{365}{d}$$

"**d**" means, for any Observation Period, the number of calendar days in such Observation Period;

"**d_o**" means, for any Observation Period, the number of London Banking Days in such Observation Period;

"**i**" means, for any Observation Period, a series of whole numbers from one to d_o, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in such Observation Period to, and including, the last London Banking Day in such Observation Period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling "p" London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" London Banking Days prior to such earlier date, if any, on which the Additional Tier 1 Conversion Notes are due and payable);

"**London Banking Day**" or "**LBD"** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**n_i**" means, for any London Banking Day "i", in the relevant Observation Period, the number of calendar days from, and including, such London Banking Day "i" up to, but excluding, the following London Banking Day;

"**Observation Period**" means, in respect of an Interest Period, the period from, and including, the date falling "p" London Banking Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending

on, but excluding, the date which is "p" London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" London Banking Days prior to such earlier date, if any, on which the Additional Tier 1 Conversion Notes become due and payable);

"**p**" means, for any Interest Period, the number of London Banking Days specified in the relevant Pricing Supplement;

"**SONIAi**" means, in respect of any London Banking Day "i" falling in the relevant Observation Period, the SONIA Reference Rate; and

"**SONIA Reference Rate**" means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day;

or

(ii) in the case of Compounded Daily SONIA specified in the relevant Pricing Supplement as being SONIA with Lookback:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SONIA_{i-pLBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

"**d**" means, for any Interest Period, the number of calendar days in such Interest Period;

"**d_o**" means, for any Interest Period, the number of London Banking Days in such Interest Period;

"**i**" means, for any Interest Period, a series of whole numbers from one to do, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in such Interest Period to, and including, the last London Banking Day in such Interest Period;

"**Interest Determination Date**" means the date specified as such in the relevant Pricing Supplement;

"**London Banking Day**" or "**LBD"** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**n_i**" means, for any London Banking Day "i", the number of calendar days from, and including, such London Banking Day "i" up to, but excluding, the following London Banking Day;

"**p**" means, for any Interest Period, the number of London Banking Days specified in the relevant Pricing Supplement;

"**$SONIA_{i\text{-}pLBD}$**" means, in respect of any London Banking Day "i" falling in the relevant Interest Period, the SONIA Reference Rate for the London Banking Day falling "p" London Banking Days prior to the relevant London Banking Day "i"; and

"**SONIA Reference Rate**" means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day.

If, subject to Condition 5(8), in respect of any London Banking Day, the SONIA rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA rate shall be: (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant London Banking Day; plus (ii) the mean of the spread of the SONIA rate to the Bank Rate over the previous five days on which a SONIA rate has been published, excluding the highest spread (or, if there is more than one

highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads).

Notwithstanding the foregoing, and without prejudice to Condition 5(9), in the event of the Bank of England publishing guidance as to (a) how the SONIA Reference Rate is to be determined or (b) any rate that is to replace the SONIA Reference Rate, the Calculation Agent, as applicable, shall follow such guidance to determine the SONIA reference rate for so long as the SONIA Reference Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, subject to Condition 5(8), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Relevant Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Relevant Margin relating to the relevant Interest Period, in place of the Relevant Margin relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Additional Tier 1 Conversion Notes for the first Interest Period had the Additional Tier 1 Conversion Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Relevant Margin applicable to the first Interest Period).

If the relevant Series of Additional Tier 1 Conversion Notes become due and payable in accordance with Condition 8, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such Additional Tier 1 Conversion Notes became due and payable and the Rate of Interest on such Additional Tier 1 Conversion Notes shall, for so long as any such Additional Tier 1 Conversion Note remains outstanding, be that determined on such date.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.

(d) Where the Reference Rate specified in the relevant Pricing Supplement is SOFR, the Rate of Interest for each Interest Period will, subject as provided below and subject to Condition 5(9), be the relevant Benchmark plus or minus (as specified in the relevant Pricing Supplement) the Relevant Margin, all as determined by the Calculation Agent on the relevant Interest Determination Date. In no event will the Rate of Interest for any Interest Period be less than the Minimum Rate of Interest.

For the purposes of this Condition 5(3)(d):

"**Benchmark**" means Compounded SOFR, which is a compounded average of daily SOFR, as determined for each Interest Period in accordance with the specific formula and other provisions set out in this Condition 5(3).

Daily SOFR rates will not be published in respect of any day that is not a U.S. Government Securities Business Day, such as a Saturday, Sunday or holiday. For this reason, in determining Compounded SOFR in accordance with the specific formula and other provisions set forth herein, the daily SOFR rate for any U.S. Government Securities Business Day that immediately precedes one or more days that are not U.S. Government Securities Business Days in the Interest Period or Observation Period, as the case may be, will be multiplied by the number of calendar days from and including such U.S. Government Securities Business Day to, but excluding, the following U.S. Government Securities Business Day.

If the Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of Compounded SOFR (or the daily SOFR used in the calculation hereof) prior to the relevant SOFR Determination Time, then the provisions under Condition 5(9) below will apply.

"**Business Day**" means any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York and is not a date on which banking institutions in New York are authorised or required by law or regulation to be closed;

"**Compounded SOFR**" with respect to any Interest Period, means the rate of return of a daily compound interest investment computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

(i) in the case of Compounded SOFR specified in the relevant Pricing Supplement as being Compounded SOFR with Lookback:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_{i-pUSBD}\times n_i}{360}\right)-1\right]\times\frac{360}{d}$$

where:

"**d_o**" for any Interest Period, is the number of U.S. Government Securities Business Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Period;

"**$SOFR_{i-pUSBD}$**" for any U.S. Government Securities Business Day "i" in the relevant Interest Period, is equal to SOFR in respect of the U.S. Government Securities Business Day falling "p" U.S. Government Securities Business Days prior to that day "i";

"**n_i**" for any U.S. Government Securities Business Day "i" in the relevant Interest Period, is the number of calendar days from, and including, such U.S. Government Securities Business Day "i" to, but excluding, the following U.S. Government Securities Business Day ("i+1");

"**d**" is the number of calendar days in the relevant Interest Period; and

"**p**" means, for any Interest Period, the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement.

or

(ii) in the case of Compounded SOFR specified in the relevant Pricing Supplement as being Compounded SOFR with Observation Period Shift:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_i\times n_i}{360}\right)-1\right]\times\frac{360}{d}$$

where:

"**d_o**" for any Observation Period, is the number of U.S. Government Securities Business Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to do, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Observation Period;

"**n_i**" for any U.S. Government Securities Business Day "i" in the relevant Observation Period, is the number of calendar days from, and including, such U.S. Government Securities Business Day "i" to, but excluding, the following U.S. Government Securities Business Day ("i+1");

"**d**" is the number of calendar days in the relevant Observation Period; and

"**$SOFR_i$**" for any U.S. Government Securities Business Day "i" in the relevant Observation Period, is equal to SOFR in respect of that day "i";

"**Interest Period**" means each period from, and including, an Interest Payment Date (or, in the case of the first Interest Period, the Interest Commencement Date) to, but excluding, the next Interest Payment Date (or, in the case of the final Interest Period, the Maturity Date or, if the

Issuer elects to redeem the Additional Tier 1 Conversion Notes on any earlier redemption date, the relevant redemption date);

"**Observation Period**" in respect of each Interest Period means the period from, and including, the date falling "p" U.S. Government Securities Business Days preceding the first date in such Interest Period to, but excluding, the date falling "p" U.S. Government Securities Business Days preceding the Interest Payment Date for such Interest Period, with "**p**" being the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement;

"**SOFR**" with respect to any U.S. Government Securities Business Day, means:

(i) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator's Website at 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day (the "**SOFR Determination Time**"); or

(ii) if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator's Website;

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate);

"**SOFR Administrator's Website**" means the website of the Federal Reserve Bank of New York, or any successor source; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, subject to Condition 5(10), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Relevant Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Relevant Margin relating to the relevant Interest Period, in place of the Relevant Margin relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Additional Tier 1 Conversion Notes for the first Interest Period had the Additional Tier 1 Conversion Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Relevant Margin applicable to the first Interest Period).

If the relevant Series of Additional Tier 1 Conversion Notes become due and payable in accordance with Condition 8, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such Additional Tier 1 Conversion Notes became due and payable and the Rate of Interest on such Additional Tier 1 Conversion Notes shall, for so long as any such Additional Tier 1 Conversion Note remains outstanding, be that determined on such date.

(e) Subject to Condition 5(10) and 5(6) (if applicable), where the Reference Rate specified in the relevant Pricing Supplement is TONA, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily TONA plus or minus (as specified in the relevant Pricing Supplement) the Relevant Margin, all as determined by the Calculation Agent.

For the purposes of this Condition 5(3)(e):

"**Compounded Daily TONA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily Tokyo Overnight Average Rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date in question, as follows, and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards:

(A) in the case of Compounded Daily TONA specified in the relevant Pricing Supplement as being TONA with Observation Period Shift:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{TONA_i \text{ x } n_i}{365}\right)-1\right] \text{x } \frac{365}{d}$$

"**d**" means, for any Observation Period, the number of calendar days in such Observation Period;

"**d_o**" means, for any Observation Period, the number of Tokyo Banking Days in such Observation Period;

"**i**" means, for any Observation Period, a series of whole numbers from one to do, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in such Observation Period to, and including, the last Tokyo Banking Day in such Observation Period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling "p" Tokyo Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Tokyo Banking Days prior to such earlier date, if any, on which the Additional Tier 1 Conversion Notes are due and payable);

"**Tokyo Banking Day**" means any day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in Tokyo;

"**n_i**" means, for any Tokyo Banking Day "i", in the relevant Observation Period, the number of calendar days from, and including, such Tokyo Banking Day "i" up to, but excluding, the following Tokyo Banking Day ("i+1");

"**Observation Period**" means, in respect of an Interest Period, the period from, and including, the date falling "p" Tokyo Banking Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "p" Tokyo Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Tokyo Banking Days prior to such earlier date, if any, on which the Additional Tier 1 Conversion Notes become due and payable);

"**p**" means, for any Interest Period, the number of Tokyo Banking Days specified in the relevant Pricing Supplement;

"**$TONA_i$**" means, in respect of any Tokyo Banking Day "i" falling in the relevant Observation Period, the TONA Reference Rate; and

"**TONA Reference Rate**" means, in respect of any Tokyo Banking Day, a reference rate equal to the daily TONA rate for such Tokyo Banking Day as provided by the administrator of TONA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the Tokyo Banking Day immediately following such Tokyo Banking Day.

(B) in the case of Compounded Daily TONA specified in the relevant Pricing Supplement as being TONA with Lookback:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{TONA_{i-pLBD} \times n_i}{365}\right)-1\right] \times \frac{365}{d}$$

"**d**" means, for any Interest Period, the number of calendar days in such Interest Period;

"**d_o**" means, for any Interest Period, the number of Tokyo Banking Days in such Interest Period;

"**i**" means, for any Interest Period, a series of whole numbers from one to do, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in such Interest Period to, and including, the last Tokyo Banking Day in such Interest Period;

"**Interest Determination Date**" means the date specified as such in the relevant Pricing Supplement;

"**Tokyo Banking Day**" means any day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in Tokyo;

"$\mathbf{n_i}$" means, for any Tokyo Banking Day "i", the number of calendar days from, and including, such Tokyo Banking Day "i" up to, but excluding, the following Tokyo Banking Day ("i+1");

"**p**" means, for any Interest Period, the number of Tokyo Banking Days specified in the relevant Pricing Supplement;

"**TONA Reference Rate**" means, in respect of any Tokyo Banking Day, a reference rate equal to the daily TONA rate for such Tokyo Banking Day as provided by the administrator of TONA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the Tokyo Banking Day immediately following such Tokyo Banking Day; and

"$\mathbf{TONA_{i\text{-}pLBD}}$" means, in respect of any Tokyo Banking Day "i" falling in the relevant Interest Period, the TONA Reference Rate for the Tokyo Banking Day falling "p" Tokyo Banking Days prior to the relevant Tokyo Banking Day "i".

If, subject to Condition 5(10), in respect of any Tokyo Banking Day, the TONA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors by either (a) the TONA Fixing Day or (b) such other date on which the TONA rate is required, then, unless both a TONA Index Cessation Event and a TONA Index Cessation Effective Date (each as defined below) have occurred, such TONA rate shall be the rate equal to the Tokyo Overnight Average published by the administrator of the TONA Reference Rate on the Relevant Screen Page for the last preceding Tokyo Banking Day on which the Tokyo Overnight Average was published by the administrator of TONA on the Relevant Screen Page.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Relevant Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Relevant Margin relating to the relevant Interest Period, in place of the Relevant Margin relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Additional Tier 1 Conversion Notes for the first Interest Period had the Additional Tier 1 Conversion Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Relevant Margin applicable to the first Interest Period).

If the relevant Series of Additional Tier 1 Conversion Notes become due and payable in accordance with Condition 8, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such Additional Tier 1 Conversion Notes became due and payable and the Rate of Interest on such Additional Tier 1 Conversion Notes shall, for so long as any such Additional Tier 1 Conversion Note remains outstanding, be that determined on such date.

(f) Where "Index Determination" is specified in the relevant Pricing Supplement as being applicable, the Rate of Interest for each Interest Period will be the compounded daily reference

rate for the relevant Interest Period, calculated in accordance with the following formula on the relevant Interest Determination Date:

$$\frac{(Compounded\ Index\ End}{Compounded\ Index\ Start} - 1)\ X\ \frac{Numerator}{d}$$

to the Relevant Decimal Place, plus or minus the Relevant Margin (if any), all as determined and calculated by the Calculation Agent, where:

"**Compounded Index**" shall mean either SONIA Compounded Index or SOFR Compounded Index, as specified in the relevant Pricing Supplement;

"**Compounded Index End**" means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

"**Compounded Index Start**" means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the first day of the relevant Interest Period (or in the first Interest Period, the Issue Date);

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**Index Days**" means, in the case of the SONIA Compounded Index, London Banking Days, and, in the case of the SOFR Compounded Index, U.S. Government Securities Business Days;

"**London Banking Day**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**Numerator**" means, in the case of the SONIA Compounded Index, 365 and, in the case of the SOFR Compounded Index, 360, or as otherwise specified in the relevant Pricing Supplement;

"**Relevant Decimal Place**" shall, unless otherwise specified in the relevant Pricing Supplement, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index, in each case rounded up or down, if necessary (with 0.000005 or, as the case may be, 0.00000005 being rounded upwards);

"**Relevant Number**" shall be, unless otherwise specified in the relevant Pricing Supplement, five in the case of the SONIA Compounded Index and two in the case of the SOFR Compounded Index;

"**SOFR Compounded Index**" means the compounded daily SOFR rate as published at 3:00 p.m. (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source;

"**SONIA Compounded Index**" means the compounded daily SONIA rate as published at 10:00 a.m. (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, subject to Condition 5(9) or 5(10), as applicable, the Rate of Interest shall be determined for that Interest Period as if Index Determination was not specified in the applicable Pricing Supplement and as if Compounded Daily SONIA with Observation Period Shift or Compounded Daily SOFR with Observation Period Shift (as applicable) had been specified instead in the Pricing Supplement and where "**p**" shall be deemed to be the same as the Relevant Number specified in the Pricing Supplement.

If the relevant Series of Additional Tier 1 Conversion Notes become due and payable in accordance with Condition 8, the final Interest Determination Date shall, notwithstanding any

Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

(f) The Calculation Agent will, as soon as practicable after determining the Rate of Interest in relation to each Interest Period, calculate the Interest Amount payable in respect of the Calculation Amount specified in the relevant Pricing Supplement for the relevant Interest Period. The amount of interest shall be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the actual number of days in the Interest Period concerned divided by 360 (or, in the case of the Additional Tier 1 Conversion Notes denominated in Pounds Sterling, 365 (or, if any portion of such Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion divided by 366 and (ii) the actual number of days in the remainder of such Interest Period divided by 365)) or by such other number as may be specified in the relevant Pricing Supplement, rounding the resulting figure to the nearest sub-unit of the currency in which such Notes are denominated or, as the case may be, in which such interest is payable (one half of any such sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Additional Tier 1 Conversion Note divided by the Calculation Amount. Where the Specified Denomination of such a Note comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner above) for each Calculation Amount comprising the Specified Denomination, without any further rounding. For this purpose, a "**sub-unit**" means, in the case of any currency other than U.S. dollar, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of U.S. dollar, means one cent.

(4) ***Interest—Other Rates***

(a) In the case of Dual Currency Notes as specified in the relevant Pricing Supplement, the rate or amount of interest payable shall be determined in accordance with the provisions contained in the relevant Pricing Supplement.

(b) For Additional Tier 1 Conversion Notes other than Dual Currency Notes, in relation to which this Condition 5(4) is specified in the relevant Pricing Supplement as being applicable, shall bear interest at the rates per annum, or payable in the amounts and in the manner determined in accordance with, the relevant Pricing Supplement.

(5) ***Interest—Reset Note Provisions***

(a) This Condition 5(5) is applicable to the Additional Tier 1 Conversion Notes only if the Interest – Reset Note Provisions are specified in the relevant Pricing Supplement as being applicable.

(b) Such Additional Tier 1 Conversion Notes shall bear interest on its principal amount:

(i) from (and including) the Interest Commencement Date specified in the relevant Pricing Supplement until (but excluding) the First Reset Date at the rate per annum equal to the Initial Rate of Interest;

(ii) from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Pricing Supplement, the date of any final redemption at the rate per annum equal to the First Reset Rate of Interest; and

(iii) for each Subsequent Reset Period thereafter (if any), at the rate per annum equal to the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on the date(s) so specified in the relevant Pricing Supplement on an Interest Payment Date (subject to adjustment as described in Condition 5(1) (*Interest—Fixed Rate*)) and on the date of any final redemption if that does not fall on an Interest Payment Date. The Rate of Interest and the Interest Amount payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 5(1) (*Interest—Fixed Rate*).

(c) If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Issuer shall request each of the Reference Banks to provide the Issuer with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. in the Relevant Financial Centre of the Specified Currency on the Reset Determination Date in question.

If two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent (0.0005 per cent being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Reset Margin or Subsequent Reset Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date only one or none of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest (though substituting, where a different Relevant Margin is to be applied to the relevant Reset Period from that which applied to the last preceding Reset Period, the Relevant Margin relating to the relevant Reset Period, in place of the Relevant Margin relating to that last preceding Reset Period).

(6) ***Interest—Supplemental Provision***

(a) Condition 5(6)(b) shall be applicable in relation to the Additional Tier 1 Conversion Notes in relation to which Floating Rate Note Provisions or Reset Note Provisions are specified in the relevant Pricing Supplement as being applicable, Condition 5(6)(d) shall be applicable in relation to all Additional Tier 1 Conversion Notes and Conditions 5(6)(e) and 5(6)(f) shall be applicable in relation to Additional Tier 1 Conversion Notes in relation to which Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable.

(b) *Notification*

Subject to Condition 5(8) or Condition 5(9) below, the Calculation Agent will cause each Rate of Interest, floating rate, CMT Rate, Interest Payment Date, final day of a calculation period, Interest Amount or floating amount or any other rate of interest, interest period or reset period to be determined or calculated by it to be notified to the Issuer and the Fiscal Agent. The Fiscal Agent will cause all such determinations or calculations to be notified to the other Paying Agents as soon as practicable after such determination or calculated but in any event not later than the fourth London Banking Day thereafter and, in the case of Additional Tier 1 Conversion Notes admitted to the Official List of Euronext Dublin, cause each such Rate of Interest, floating rate, CMT Rate, Interest Amount or floating amount to be notified to Euronext Dublin. The Calculation Agent will be entitled to amend any Interest Amount, floating amount, Interest Payment Date or last day of a calculation period (or to make appropriate alternative arrangements by way of adjustment) without notice in the event of the extension or abbreviation of the relevant Interest Period or calculation period. For the purposes of these Conditions "**London Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London.

(c) *Reset Reference Rate Conversion*

This Condition 5(6)(c) is only applicable if Reset Reference Rate Conversion is specified in the relevant Pricing Supplement as being applicable. If Reset Reference Rate Conversion is so specified as being applicable, the First Reset Rate of Interest and, if applicable, each Subsequent Reset Rate of Interest will be converted from the Original Reset Reference Rate Basis specified in the relevant Pricing Supplement to a basis which matches the per annum frequency of Interest Payment Dates in respect of the relevant Additional Tier 1 Conversion Notes (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it).

(d) The determination by the Calculation Agent of all rates of interest, amounts of interest and CMT Rates for the purposes of this Condition 5 shall, in the absence of manifest error, be final and binding on all parties.

(e) If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Pricing Supplement, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.

(f) Unless otherwise specified in the relevant Pricing Supplement or if the Minimum Rate of Interest is specified as being "Not Applicable" in the relevant Pricing Supplement, the Minimum Rate of Interest shall be deemed to be zero.

(7) ***Interest Cancellation in respect of Additional Tier 1 Conversion Notes***

The application of any of Conditions 5(1) (*Interest—Fixed Rate*) to 5(6) (*Interest—Supplemental Provision*) shall be subject to this Condition 5(7).

(a) *Interest Payments Discretionary*

Interest on the Additional Tier 1 Conversion Notes will be due and payable only at the sole discretion of the Issuer, and the Issuer shall have sole and absolute discretion at all times and for any reason to cancel (in whole or in part) any interest payment that would otherwise be payable on any Interest Payment Date. If the Issuer does not make an interest payment on the relevant Interest Payment Date (or if the Issuer elects to make a payment of a portion, but not all, of such interest payment), such non-payment shall evidence the Issuer's exercise of its discretion to cancel such interest payment (or the portion of such interest payment not paid), and accordingly such interest payment (or the portion thereof not paid) shall not be due and payable.

If the Issuer provides notice to cancel a portion, but not all, of an interest payment and the Issuer subsequently does not make a payment of the remaining portion of such interest payment on the relevant Interest Payment Date, such non-payment shall evidence the Issuer's exercise of its discretion to cancel such remaining portion of the interest payment, and accordingly such remaining portion of the interest payment shall also not be due and payable.

(b) *Restriction on Interest Payments*

(i) Subject to the extent permitted in paragraph (b)(ii) below, the Issuer shall not make an interest payment on the Additional Tier 1 Conversion Notes on any Interest Payment Date (and such interest payment shall therefore be deemed to have been cancelled and thus shall not be due and payable on such Interest Payment Date):

(x) if the Issuer has an amount of Distributable Items on such Interest Payment Date that is less than the sum of all distributions or interest payments on all other own funds instruments paid and/or required to be paid in the then financial year (for the avoidance of doubt, to the extent such distributions or interest payments are required to be made out of Distributable Items); or

(y) if and to the extent that such payment would cause a breach of any regulatory restriction or prohibition on payments on Additional Tier 1 Instruments pursuant to Applicable Banking Regulations (including, without limitation, any such restriction or prohibition relating to any Maximum Distributable Amount applicable to the Issuer and/or the Nordea Group).

(ii) The Issuer may, in its sole discretion, elect to make a partial interest payment on the Additional Tier 1 Conversion Notes on any Interest Payment Date, only to the extent that such partial interest payment may be made without breaching the restriction set out in paragraph (b)(i) above.

(c) *Effect of Interest Cancellation*

Interest will only be due and payable on an Interest Payment Date to the extent it is not cancelled in accordance with Condition 5(7)(a) or Condition 5(7)(b). Any interest cancelled (in each case, in whole or in part) in such circumstances shall not be due and shall not accumulate or be payable at any time thereafter nor constitute an enforcement event listed under Condition 8 (*Enforcement Events*), and Holders shall have no rights thereto or to receive any additional interest or compensation as a result of such cancellation or deemed cancellation.

The Issuer may use such cancelled payments without restriction to meet its obligations as they fall due.

(d) *Notice of Interest Cancellation*

If practicable, the Issuer shall provide notice of any cancellation of interest (in whole or in part) to the Holders on or prior to the relevant Interest Payment Date. If practicable, the Issuer shall endeavour to provide such notice at least five (5) Business Days prior to the relevant Interest Payment Date. Failure to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such cancellation or deemed cancellation of interest, or give Holders any rights as a result of such failure.

(8) ***Benchmark Replacement (Independent Adviser)***

This Condition 5(8) shall apply to all Notes where Condition 5(8) is specified as being applicable in the relevant Pricing Supplement and does not apply in the case of Additional Tier 1 Conversion Notes for which the Reference Rate specified in the relevant Pricing Supplement is TONA.

Notwithstanding the foregoing provisions of this Condition 5, if the Issuer (in consultation with the Calculation Agent (or the person specified in the relevant Pricing Supplement as the party responsible for calculating the Rate of Interest and the Interest Amount(s))) determines that a Benchmark Event has occurred when any Rate of Interest (or the relevant component part thereof) remains to be determined by reference to a Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable), then the following provisions shall apply:

(i) the Issuer shall use reasonable endeavours to appoint an Independent Adviser for the determination (with the Issuer's agreement) of a Successor Rate or, alternatively, if the Independent Adviser and the Issuer agree that there is no Successor Rate, an alternative rate (the "**Alternative Benchmark Rate**") and, in either case, an alternative screen page or source (the "**Alternative Relevant Screen Page**") and an Adjustment Spread (if applicable) no later than three (3) Business Days prior to the relevant Reset Determination Date, EURIBOR Interest Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable) (the "**IA Determination Cut-off Date**") for purposes of determining the Rate of Interest applicable to the Additional Tier 1 Conversion Notes for all future Reset Periods or Interest Periods (as applicable) (subject to the subsequent operation of this Condition 5(8));

(ii) the Alternative Benchmark Rate shall be such rate as the Independent Adviser and the Issuer acting in good faith agree has replaced the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) in customary market usage for the purposes of determining floating rates of interest or reset rates of interest in respect of eurobonds denominated in the Specified Currency, or, if the Independent Adviser and the Issuer agree that there is no such rate, such other rate as the Independent Adviser and the Issuer acting in good faith agree is most comparable to the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate, and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Benchmark Rate;

(iii) if the Issuer is unable to appoint an Independent Adviser, or if the Independent Adviser and the Issuer cannot agree upon, or cannot select a Successor Rate or an Alternative Benchmark Rate and Alternative Relevant Screen Page prior to the IA Determination Cut-off Date in accordance with sub-paragraph (ii) above, then the Issuer (acting in good faith and in a commercially reasonable manner) may determine which (if any) rate has replaced the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) in customary market usage for purposes of determining floating rates of interest or reset rates of interest in respect of eurobonds denominated in the Specified Currency, or, if it determines that there is no such rate, which (if any) rate is most comparable to the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable), and the Alternative Benchmark Rate shall be the rate so determined by the Issuer and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Benchmark Rate; provided, however, that if this sub-paragraph (iii) applies and the Issuer is unable or unwilling to determine an Alternative Benchmark Rate and Alternative Relevant Screen Page prior to the Reset Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable) in accordance with this sub-paragraph (iii), the Mid-Swap Floating Leg Benchmark Rate or Reference Rate applicable to such Reset Period or Interest Period (as applicable) shall be equal to the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) for a term equivalent to the Relevant Interest Period or Reset Period published on the Relevant Screen Page as at the last preceding Reset Date or Interest

Determination Date (including a EURIBOR Interest Determination Date) (as applicable) or, in the case of the First Reset Determination Date the Mid-Swap Rate used to determine the Initial Rate of Interest, (though substituting in any such case, where a different Relevant Margin is to be applied to the relevant Reset Period or Interest Period from that which applied to the last preceding Reset Period or Interest Period or that which was used to determine the Initial Rate of Interest (as applicable), the Relevant Margin relating to the relevant Reset Period or Interest Period (as applicable), in place of the margin relating to that last preceding Reset Period or Interest Period or comprising the Initial Rate of Interest (as applicable)). For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Reset Period or Interest Period, and any subsequent Reset Periods or Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 5(8);

(iv) if a Successor Rate or an Alternative Benchmark Rate and an Alternative Relevant Screen Page is determined in accordance with the preceding provisions, such Successor Rate or Alternative Benchmark Rate and Alternative Relevant Screen Page shall be the benchmark and the Relevant Screen Page in relation to the Additional Tier 1 Conversion Notes for all future Reset Periods or Interest Periods (as applicable) (subject to the subsequent operation of this Condition 5(8));

(v) If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines that (A) an Adjustment Spread is required to be applied to the Successor Rate or Alternative Benchmark Rate and (B) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or Alternative Benchmark Rate for each subsequent determination of a relevant Rate of Interest and Interest Amount(s) (or a component part thereof) by reference to such Successor Rate or Alternative Benchmark Rate;

(vi) if a Successor Rate or an Alternative Benchmark Rate and/or Adjustment Spread is determined in accordance with the above provisions, the Independent Adviser (with the Issuer's agreement) or the Issuer (as the case may be), may also specify changes to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Reset Determination Date, Reset Determination Time, Interest Determination Date and/or the definition of Mid-Swap Floating Leg Benchmark Rate or Reference Rate applicable to the Additional Tier 1 Conversion Notes, and the method for determining the fallback rate in relation to the Additional Tier 1 Conversion Notes, in order to follow market practice in relation to the Successor Rate or Alternative Benchmark Rate and/or Adjustment Spread, which changes shall apply to the Additional Tier 1 Conversion Notes for all future Reset Periods or Interest Periods (as applicable) (subject to the subsequent operation of this Condition 5(8)); and

(vii) the Issuer shall promptly, following the determination of any Successor Rate or Alternative Benchmark Rate and Alternative Relevant Screen Page and Adjustment Spread (if any), give notice thereof and of any changes pursuant to sub-paragraph (vi) above to the Calculation Agent, the Fiscal Agent and the Noteholders.

"**Benchmark Event**" means:

(A) the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or

(B) a public statement by the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that (in circumstances where no successor administrator has been or will be appointed that will continue publication of such Mid-Swap Floating Leg Benchmark Rate or Reference Rate) it has ceased or will cease publishing such Mid-Swap Floating Leg Benchmark Rate or Reference Rate permanently or indefinitely or that it will cease to do so by a specified future date; or

(C) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that such Mid-Swap Floating Leg Benchmark Rate or Reference Rate has been or will, by a specified future date, be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that means that such Mid-Swap Floating Leg Benchmark Rate or Reference Rate will, by a specified future date, be prohibited from being

used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Additional Tier 1 Conversion Notes; or

(E) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that, in the view of such supervisor, (i) such Mid-Swap Floating Leg Benchmark Rate or Reference Rate is or will, by a specified future date, be no longer representative of an underlying market or (ii) the methodology to calculate such Mid-Swap Floating Leg Benchmark Rate or Reference Rate has materially changed; or

(F) it has or will, by a specified date within the following six months, become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011 or such regulation as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018, if applicable).

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraphs (b), (c), (d) or (e) above, as applicable, and the specified future date in such public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed occur until the date falling six months prior to such specified future date.

Notwithstanding any other provision of this Condition 5(8), no Successor Rate or Alternative Benchmark Rate or Adjustment Spread (as applicable) will be adopted, and no other amendments to the terms of the Additional Tier 1 Conversion Notes will be made pursuant to this Condition 5(8), if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of Additional Tier 1 Conversion Notes as Tier 1 Capital of the Issuer and/or the Nordea Group.

(9) ***Benchmark Replacement (ARRC)***

This Condition 5(9) shall apply to all Notes where Condition 5(9) is specified as being applicable in the relevant Pricing Supplement.

If the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Additional Tier 1 Conversion Notes in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of Noteholders.

Any determination, decision or election that may be made by the Issuer pursuant to this Condition 5(9), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

(i) will be conclusive and binding absent manifest error;

(ii) will be made in the sole discretion of the Issuer; and

(iii) notwithstanding anything to the contrary in the documentation relating to the Additional Tier 1 Conversion Notes, shall become effective without consent from the holders of the Additional Tier 1 Conversion Notes or any other party.

"**Benchmark**" means, initially, Compounded SOFR; provided that if the Issuer determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published daily SOFR used in the calculation thereof), as the case may be, or the then-current Benchmark, then "**Benchmark**" shall mean the applicable Benchmark Replacement.

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

(i) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (b) the Benchmark Replacement Adjustment;

(ii) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; or

(iii) the sum of: (a) the alternate rate of interest that has been selected by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

(i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark (including, in the case of Compounded SOFR, the daily published component used in the calculation thereof):

(i) in the case of clause (i) or (ii) of the definition of "Benchmark Transition Event", the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(ii) in the case of clause (iii) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including, in the case of Compounded SOFR, the daily published component used in the calculation thereof):

(i) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the

Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"**Corresponding Tenor**" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark;

"**Interpolated Benchmark**" with respect to the Benchmark means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (A) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (B) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor;

"**ISDA Definitions**" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Reference Time**" with respect to any determination of the Benchmark means (i) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not Compounded SOFR, the time determined by the Issuer after giving effect to the Benchmark Replacement Conforming Changes;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under this Condition 5(9) will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 15 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

(A) confirming (x) that a Benchmark Transition Event has occurred, (y) the relevant Benchmark Replacement and, (z) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 5(9); and

(B) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.

Notwithstanding any other provision of this Condition 5(9), no Benchmark Replacement will be adopted, and no other amendments to the terms of the Additional Tier 1 Conversion Notes will be made pursuant to this Condition 5(9), if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the Additional Tier 1 Conversion Notes as Tier 1 Capital of the Issuer and/or the Nordea Group.

(10) ***Additional Provisions Relating to TONA***

(i) If the TONA Reference Rate is not published in respect of a Tokyo Banking Day as specified above, and the Issuer (in consultation with the Calculation Agent (or the person specified in the relevant Final Terms as the party responsible for calculating the Rate of Interest and the Interest Amount(s))) determines that both a TONA Index Cessation Event and a TONA Index Cessation Effective Date have occurred, then, in respect of such Tokyo Banking Day and (subject to the further operation of this Condition 5(10)) each Tokyo Banking Day thereafter, the TONA Reference Rate for a TONA Fixing Day occurring on or after the TONA Index Cessation Effective Date will be the JPY Recommended Rate. The Issuer shall notify the Calculation Agent and, in accordance with Condition 14, the Noteholders of any determination by the Issuer of a TONA Index Cessation Event and of any applicable JPY Recommended Rate.

(ii) If there is a JPY Recommended Rate before the end of the first Tokyo Banking Day following the TONA Index Cessation Effective Date but neither the administrator nor authorised distributors provide or publish the JPY Recommended Rate, then, subject to the below, in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published JPY Recommended Rate. However, if there is no last provided or published JPY Recommended Rate, then in respect of any day for which the JPY Recommended Rate is required, references to the JPY Recommended Rate will be deemed to be references to the last provided or published TONA Reference Rate.

(iii) If there is:

(A) no JPY Recommended Rate before the end of the first Tokyo Banking Day following the TONA Index Cessation Effective Date; or

(B) a JPY Recommended Rate and a JPY Recommended Rate Index Cessation Effective Date subsequently occurs in respect of such JPY Recommended Rate,

then the TONA Reference Rate for a TONA Fixing Day occurring on or after the TONA Index Cessation Effective Date or a JPY Recommended Rate Fixing Day occurring on or after the JPY Recommended Rate Index Cessation Effective Date (as applicable) will be an alternative for TONA or the JPY Recommended Rate (as applicable) determined by the Replacement Rate Agent (as defined below) acting in good faith, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing TONA or the JPY Recommended Rate (as applicable) that the Replacement Rate Agent considers sufficient for that rate to be a representative alternative rate, and the TONA Reference Rate shall be interpreted accordingly. Unless the Issuer has elected to redeem the Additional Tier 1 Conversion Notes in accordance with Condition 6, the Issuer will appoint a "**Replacement Rate Agent**" on or prior to the first Tokyo Banking Day with respect to which the TONA Reference Rate is to be determined pursuant to this paragraph (iii). The Issuer may appoint an affiliate of the Issuer or any other person as Replacement Rate Agent, so long as such affiliate or other person is a leading financial institution that is experienced in the calculations or determinations to be made by the Replacement Rate Agent. The Issuer will notify the Noteholders of any such appointment in accordance with Condition 15.

As used in these Conditions:

"**JPY Recommended Rate**" means, in respect of any Tokyo Banking Day, the rate (inclusive of any spreads or adjustments) recommended as the replacement for TONA by a committee officially endorsed or convened by the Bank of Japan for the purpose of recommending a replacement for TONA (which rate may be produced by the Bank of Japan or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorised distributor in respect of such day;

"**JPY Recommended Rate Fixing Day**" means, in respect of the JPY Recommended Rate and a Tokyo Banking Day "i", the publication day specified by the administrator of the JPY Recommended Rate for the JPY Recommended Rate in its benchmark methodology;

"**JPY Recommended Rate Index Cessation Effective Date**" means, in respect of the JPY Recommended Rate and a JPY Recommended Rate Index Cessation Event, the first date on which the JPY Recommended Rate would ordinarily have been provided and is no longer provided;

"**JPY Recommended Rate Index Cessation Event**" means, in respect of the JPY Recommended Rate:

(a) a public statement or publication of information by or on behalf of the administrator of the JPY Recommended Rate announcing that it has ceased or will cease to provide the JPY Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the JPY Recommended Rate; or

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the JPY Recommended Rate, the central bank for the currency of the JPY Recommended Rate, an insolvency official with jurisdiction over the administrator of the JPY Recommended Rate, a resolution authority with jurisdiction over the administrator of the JPY Recommended Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the JPY Recommended Rate, which states that the administrator of the JPY Recommended Rate has ceased or will cease to provide the JPY Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the JPY Recommended Rate;

"**TONA Fixing Day**" means, in respect of the TONA Reference Rate and a Tokyo Banking Day "i", the Tokyo Banking Day immediately following that day "i" (or any amended publication day for TONA as specified by the Bank of Japan (or any successor administrator of such rate) in the TONA benchmark methodology);

"**TONA Index Cessation Effective Date**" means, in respect of TONA and a TONA Index Cessation Event, the first date on which TONA would ordinarily have been provided and is no longer provided; and

"**TONA Index Cessation Event**" means, in respect of TONA:

(a) a public statement or publication of information by or on behalf of the administrator of TONA announcing that it has ceased or will cease to provide TONA permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide TONA; or

(b) a public statement or publication of information by the regulatory supervisor for the administrator of TONA, the central bank for the currency of TONA, an insolvency official with jurisdiction over the administrator of TONA, a resolution authority with jurisdiction over the administrator of TONA or a court or an entity with similar insolvency or resolution authority over the administrator of TONA, which states that the administrator of TONA has ceased or will cease to provide TONA permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide TONA.

6. Redemption and Repurchase

(a) ***No Fixed Redemption Date***

The Additional Tier 1 Conversion Notes shall be perpetual and shall have no final maturity.

(b) ***Early Redemption for Taxation Reasons—Withholding Tax***

If, in relation to any Series of Additional Tier 1 Conversion Notes and if specified as applicable in the Pricing Supplement, as a result of any change in the laws or regulations of any Taxing Jurisdiction or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws or regulations which becomes effective on or after the Issue Date of such Additional Tier 1 Conversion Notes on the occasion of the next payment due in respect of such Additional Tier 1 Conversion Notes the Issuer would be required to pay additional amounts as provided in Condition 9 (*Taxation*) (a "**Withholding Tax Event**"), the Issuer may, at any time following the occurrence of such Withholding Tax Event, at its option and subject (to the extent applicable) to the Conditions to Redemption and Condition 6(g) (*Trigger Event Post Redemption Notice*), having given not less than 15 nor more than 60 days' notice (ending, in the case of Additional Tier 1 Conversion Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders in accordance with Condition 15 (*Notices*) redeem all (but not some only) the Additional Tier 1 Conversion Notes of the relevant Series at their principal amount or at the redemption amount referred to in Condition 6(g) (*Trigger Event Post Redemption Notice*), together with accrued interest (if any)

thereon (excluding any interest cancelled in accordance with Condition 5(7) (*Interest Cancellation in respect of Additional Tier 1 Conversion Notes*)).

(c) ***Early Redemption as a result of a Tax Event***

At any time following the occurrence of a Tax Event (if specified as applicable in the Pricing Supplement), but subject (to the extent applicable) to the Conditions to Redemption and Condition 6(g) (*Trigger Event Post Redemption Notice*), the Issuer may having given not less than 15 days' nor more than 60 days' notice (ending, in the case of Additional Tier 1 Conversion Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders of Additional Tier 1 Conversion Notes in accordance with Condition 15 (Notices) redeem all (but not some only) of the outstanding Additional Tier 1 Conversion Notes at any time at a redemption amount equal to their principal amount together with interest accrued to but excluding the date of redemption (excluding any interest cancelled in accordance with Condition 5(7) (*Interest Cancellation in respect of Additional Tier 1 Conversion Notes*)).

(d) ***Early Redemption as a result of a Capital Event***

At any time following the occurrence of a Capital Event (if specified as applicable in the Pricing Supplement) but subject (to the extent applicable) to the Conditions to Redemption and Condition 6(g) (*Trigger Event Post Redemption Notice*), the Issuer may, at its option, having given not less than 15 days' nor more than 60 days' notice (ending, in the case of Additional Tier 1 Conversion Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders in accordance with Condition 15 (*Notices*), at any time redeem all (but not some only) of the Additional Tier 1 Conversion Notes of the relevant Series at its principal amount or at the redemption amount referred to in Condition 6(g) (*Trigger Event Post Redemption Notice*), together with interest (if any) accrued to but excluding the date of redemption (excluding any interest cancelled in accordance with Condition 5(7) (*Interest Cancellation in respect of Additional Tier 1 Conversion Notes*)).

(e) ***Optional Early Redemption (Call)***

If this Condition 6(e) is specified in the relevant Pricing Supplement as being applicable, then the Issuer may (subject to the Conditions to Redemption and Condition 6(g) (*Trigger Event Post Redemption Notice*)) upon the expiry of the appropriate notice and subject to such terms and conditions as may be specified in the relevant Pricing Supplement, redeem all (but not some only) the Additional Tier 1 Conversion Notes of the relevant Series at its principal amount, together with accrued interest (if any) thereon (excluding any interest cancelled in accordance with Condition 5(7) (*Interest Cancellation in respect of Additional Tier 1 Conversion Notes*)). If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Pricing Supplement, then the redemption amount shall in no event be greater than the maximum or be less than the minimum so specified.

The appropriate notice referred to in this Condition 6(e) is a notice given by the Issuer to the Fiscal Agent and the Holders of the Additional Tier 1 Conversion Notes not less than 15 days (or such lesser or other period as may be specified in the relevant Pricing Supplement) prior to the relevant Optional Redemption Date, which notice shall be signed by two duly authorised officers of the Issuer and shall specify:

(i) the Series of Additional Tier 1 Conversion Notes subject to redemption;

(ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Additional Tier 1 Conversion Notes which are to be redeemed;

(iii) the relevant Optional Redemption Date; and

(iv) the amount at which such Additional Tier 1 Conversion Notes are to be redeemed, which shall be their principal amount (or such other amount as may be specified in the relevant Pricing Supplement) together with, in the case of Additional Tier 1 Conversion Notes which bear interest, accrued interest thereon (excluding any interest cancelled in accordance with Condition 5(7) (*Interest Cancellation in respect of Additional Tier 1 Conversion Notes*)).

The "**Optional Redemption Date(s)**" shall be specified in the relevant Pricing Supplement and shall, in the case of Additional Tier 1 Conversion Notes which bear interest at a floating rate at the time of redemption, be a date upon which interest is payable.

(f) ***Conditions to Redemption or Repurchase***

The Issuer may redeem or repurchase the Additional Tier 1 Conversion Notes (and give notice thereof to the Holders) only if such redemption or repurchase is in accordance with the Applicable Banking Regulations (including any applicable limits provided in Article 78(1) of CRR) and it has been granted the prior permission of the Competent Authority (if such permission is then required under the Applicable Banking Regulations and provided that any failure by the Competent Authority to grant any permission then required by Applicable Banking Regulations shall not constitute an Enforcement Event for any purpose in relation to the Additional Tier 1 Conversion Notes) and in addition:

(i) before or at the same time as such redemption or repurchase of the Additional Tier 1 Conversion Notes, the Issuer replaces the Additional Tier 1 Conversion Notes with own funds instruments of an equal or higher quality on terms that are sustainable for its income capacity; or

(ii) the Issuer has demonstrated to the satisfaction of the Competent Authority that its own funds and eligible liabilities would, following such redemption or repurchase, exceed the requirements under the Applicable Banking Regulations by a margin that the Competent Authority considers necessary; and

(iii) further, in the case of any redemption or repurchase before five years after the issue date of the Additional Tier 1 Conversion Notes:

(A) the conditions listed in paragraphs (i) or (ii) above are met; and

(B) in the case of redemption due to the occurrence of a Capital Event, (i) the Competent Authority considers such change to be sufficiently certain and (ii) the Issuer demonstrates to the satisfaction of the Competent Authority that the Capital Event was not reasonably foreseeable at the time of the issuance of the Additional Tier 1 Conversion Notes; or

(C) in the case of redemption due to the occurrence of a Withholding Tax Event or Tax Event, the Issuer demonstrates to the satisfaction of the Competent Authority that such Withholding Tax Event or Tax Event is material and was not reasonably foreseeable at the time of issuance of the Additional Tier 1 Conversion Notes; or

(D) before or at the same time of such redemption or repurchase, the Issuer replaces the Additional Tier 1 Conversion Notes with own funds instruments of equal or higher quality at terms that are sustainable for its income capacity and the Competent Authority has permitted that action on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances; or

(E) the Additional Tier 1 Conversion Notes are repurchased for market making purposes,

(the "**Conditions to Redemption**").

(g) ***Trigger Event Post Redemption Notice***

If the Issuer has elected to redeem the Additional Tier 1 Conversion Notes but prior to the payment of the redemption amount with respect to such redemption, a Trigger Event occurs, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect, no payment of the redemption amount will be due and payable and an Automatic Conversion shall occur in accordance with Condition 7 (*Loss Absorption Mechanism*).

(h) ***Repurchase of the Additional Tier 1 Conversion Notes***

The Issuer and its subsidiaries (if any) may, if in accordance with the Applicable Banking Regulations (including any applicable limits provided in Article 78(1) of CRR), repurchase Additional Tier 1 Conversion Notes in the open market or otherwise and at any price and provided that any such repurchases shall be subject to the Conditions to Redemption set out above.

(i) ***Clean-up Call Option***

If Clean-up Call Option is specified in the relevant Pricing Supplement as being applicable and if, at any time, the Outstanding Principal Amount of the Notes of the relevant Series is 25 per cent (or such other amount as may be specified as the Clean-up Call Threshold in the relevant Pricing Supplement) or less

of the aggregate nominal amount of the Notes originally issued (and, for these purposes, any further Notes issued pursuant to Condition 17 (*Further Issues*) and consolidated with the Notes as part of the same Series shall be deemed to have been originally issued), subject to the extent applicable, to the Conditions to Redemption set out in Condition 6(f) (*Conditions to Redemption or Repurchase*), the Issuer may, if in accordance with the Applicable Banking Regulations (including any applicable limits provided in Article 78(1) of CRR), redeem all (but not some only) of the remaining outstanding Notes on any date (or, if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable, on any Interest Payment Date) upon giving not less than 15 nor more than 60 days' notice to the Holders (or such other notice period as may be specified in the relevant Pricing Supplement) (which notice shall specify the date for redemption and shall be irrevocable), at the Optional Redemption Amount (Clean-up Call) (as specified in the relevant Pricing Supplement) together with any accrued and unpaid interest up to (but excluding) the date of redemption.

(j) ***Cancellation of Redeemed and Repurchased Additional Tier 1 Conversion Notes***

All Additional Tier 1 Conversion Notes redeemed or repurchased in accordance with this Condition 6 will be cancelled and may not be reissued or resold. References in this Condition 6(j) to the repurchase of the Additional Tier 1 Conversion Notes by the Issuer shall not include the repurchase of Additional Tier 1 Conversion Notes in the ordinary course of business of dealing in securities or the repurchase of Additional Tier 1 Conversion Notes otherwise than as beneficial owner.

7. Loss Absorption Mechanism

(a) ***Automatic Conversion Upon Trigger Event***

(i) Automatic Conversion: If a Trigger Event has occurred at any time, then an Automatic Conversion will be deemed to have occurred immediately at such time (the date on which such Trigger Event occurs being the "**Conversion Date**"), and the Additional Tier 1 Conversion Notes will be converted into newly issued Conversion Shares at the prevailing Conversion Price as provided in this Condition 7. Prior to any delivery of Conversion Shares to a Noteholder, there will first be a Settlement Shares Offer in accordance with Condition 7(e) (*Settlement Shares Offer*).

(ii) Effect of Automatic Conversion: From and including the Conversion Date:

(A) the principal amount of the Additional Tier 1 Conversion Notes will be written down to zero and, accordingly, the principal amount of the Additional Tier 1 Conversion Notes shall equal zero at all times thereafter;

(B) any interest in respect of an Interest Period ending on any Interest Payment Date falling on or after the Conversion Date shall be automatically cancelled and shall not be due and payable;

(C) no Noteholder will have any rights against the Issuer with respect to the repayment of the principal amount of the Additional Tier 1 Conversion Notes or the payment of interest or any other amount on or in respect of such Additional Tier 1 Conversion Notes, which obligations and liabilities of the Issuer shall be irrevocably and automatically released; and

(D) subject to Condition 7(e) (*Settlement Shares Offer*) and the last paragraph of Condition 7(f) (*Settlement Procedures*), the Issuer's only obligations and liabilities under the Additional Tier 1 Conversion Notes shall be an obligation to deliver Conversion Shares to the Settlement Shares Depositary on behalf of the Noteholders on the Registration Date in accordance with this Condition 7.

An Automatic Conversion shall not constitute an enforcement event or a breach of the Issuer's obligations or duties or a failure to perform by the Issuer in any manner whatsoever and shall not, of itself, entitle Noteholders to petition for the insolvency or dissolution of the Issuer or otherwise.

(iii) No option to convert: The Additional Tier 1 Conversion Notes are not convertible into Conversion Shares at the option of the Noteholders or the Issuer at any time.

(b) ***Automatic Conversion Procedure***

If an Automatic Conversion has occurred, the Issuer shall immediately inform the Competent Authority and shall deliver an Automatic Conversion Notice to the Noteholders in accordance with Condition 15 (*Notices*) and to the Fiscal Agent as soon as reasonably practicable and in any event not more than five (5) Business Days after the occurrence of the Trigger Event (or within such shorter period as the Competent Authority may require).

The Issuer shall further give notice to Noteholders in accordance with Condition 15 (Notices) and to the Fiscal Agent as soon as reasonably practicable following the giving of the Automatic Conversion Notice of the details of the arrangements for the settlement of the Automatic Conversion, including the details relating to the Settlement Shares Offer, the name and appointment date of the Settlement Shares Offer Agent, the expected Registration Date, the first and final day of the Offer Settlement Period and, if relevant, the name and appointment date of any Selling Agent (the "**Automatic Conversion Settlement Notice**").

Notwithstanding Condition 15 (*Notices*), each of the Automatic Conversion Notice and the Automatic Conversion Settlement Notice shall be deemed to have been given on the date on which it is dispatched to the Noteholders. Failure to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such Automatic Conversion or give Noteholders any rights as a result of such failure.

Simultaneously with the delivery of the Automatic Conversion Notice to the Holders, or as soon as possible thereafter, the Issuer shall procure that a similar notice is, or has been, given in respect of any Loss Absorbing Instruments to be written down or converted concurrently, or substantially concurrently (in accordance with their terms).

(c) ***The Conversion Shares***

The number of Conversion Shares which are to be issued in respect of each Additional Tier 1 Conversion Note shall be determined by dividing the principal amount of such Additional Tier 1 Conversion Note by the Conversion Price rounded down, if necessary, to the nearest whole number of Conversion Shares. Fractions of Conversion Shares will not be issued following an Automatic Conversion and no cash payment will be made in lieu thereof.

The Conversion Shares resulting from an Automatic Conversion will be fully paid and non-assessable and will in all respects rank *pari passu* with all other Ordinary Shares in issue on the Registration Date, except in any such case for any right excluded by mandatory provisions of applicable law and except that the Conversion Shares so issued will not rank for the purposes of (or, as the case may be, the relevant Noteholder shall not be entitled to receive) any rights, the entitlement to which falls prior to the Registration Date. The Conversion Shares will carry a right to dividends, distributions and rights having a record date that occurs on or after the registration of the Conversion Shares (whether in the form of interim shares or regular shares) with the Central Securities Depository (the date such registration occurs being the "**Registration Date**").

The Issuer shall use reasonable endeavours to ensure that its issued and outstanding Ordinary Shares and Conversion Shares, as the case may be, will be admitted to listing and trading on the Relevant Stock Exchange.

(d) ***Delivery of Conversion Shares to Settlement Shares Depositary***

Subject to Condition 7(f)(vii), the obligation of the Issuer to issue and deliver Conversion Shares to a Noteholder shall be satisfied by the delivery of the Conversion Shares in respect of the Additional Tier 1 Conversion Note(s) of such Noteholder to the Settlement Shares Depositary on the Registration Date. Such delivery will be deemed to have occurred when the Conversion Shares are registered (whether as interim shares or regular shares) in the name of the Settlement Shares Depositary by the Central Securities Depository. With effect on and from the Registration Date, a Noteholder shall have recourse only to: (i) the Settlement Shares Depositary for the delivery of the number of Conversion Shares determined in respect of its Additional Tier 1 Conversion Note(s) in accordance with Condition 7(c) (*The Conversion Shares*), (ii) the Settlement Shares Offer Agent in respect of the delivery of any cash amounts to which such Noteholder may be entitled in accordance with Condition 7(e) (*Settlement Shares Offer*), or (iii) the Settlement Shares Depositary or Selling Agent, as the case may be, in respect of any Cash Proceeds to which such Noteholder may be entitled in accordance with Condition 7(f) (*Settlement Procedures*).

As soon as reasonably practicable (and not later than one month following the occurrence of a Trigger Event), the Issuer shall request and procure the registration of the Conversion Shares with (i) the Finnish Trade Register, and (ii) the Central Securities Depository; and on the Registration Date, the Issuer shall deliver (in accordance with the first paragraph of this Condition 7(d)) to the Settlement Shares Depositary such number of Conversion Shares as is required to satisfy in full its obligation to deliver Conversion Shares on the Registration Date.

(e) ***Settlement Shares Offer***

(i) Prior to the date of the Automatic Conversion Settlement Notice, the Issuer shall appoint a placement agent (the "**Settlement Shares Offer Agent**") acting on behalf, and for the account, of the Noteholders to conduct an offering of the Conversion Shares (the "**Settlement Shares Offer**"), which Settlement Shares Offer Agent may be the Issuer or a third party. Subject to applicable laws and regulations, the Settlement Shares Offer shall be made on a *pro rata* basis to all shareholders of the Issuer on the applicable record date who are eligible to participate in the Settlement Shares Offer (as determined by the Issuer in accordance with applicable laws and regulations). In the relevant Automatic Conversion Settlement Notice, the Issuer shall notify Noteholders of the appointment of the Settlement Shares Offer Agent to conduct the Settlement Shares Offer and its identity and appointment date. The Settlement Shares Depositary shall deliver the relevant Conversion Shares to or to the order of the Settlement Shares Offer Agent for this purpose prior to the end of the Offer Settlement Period (as defined below). The Conversion Shares shall be offered to such shareholders pursuant to the Settlement Shares Offer at a price per Conversion Share equal to the Conversion Price plus the amount necessary to provide for the payment by subscribing shareholders of the Settlement Shares Offer Expenses (as defined below) in order that the cash proceeds received from the Settlement Shares Offer will result in the payment to Noteholders in respect of each Conversion Share to which they would otherwise have been entitled of an amount not less than the Conversion Price. The Settlement Shares Offer shall, to the extent reasonably practicable, be completed in a period of no more than 40 Business Days from (and including) the Business Day immediately following the Conversion Date to (and including) the date of completion of the Settlement Shares Offer as notified to the Noteholders in the Automatic Conversion Settlement Notice (such period, the "**Offer Settlement Period**"), subject to applicable laws and regulations. Neither the Issuer nor the Settlement Shares Depositary shall incur any liability whatsoever to the Noteholders in respect of the appointment of the Settlement Shares Offer Agent or its conduct.

(ii) In the event of the Settlement Shares Offer being fully subscribed on or before the final day of the Offer Settlement Period, Noteholders shall, pursuant to the agreement appointing the Settlement Shares Offer Agent, be entitled to receive from the Settlement Shares Offer Agent on the fifth Business Day from (and including) the Business Day immediately following the end of the Offer Settlement Period (the "**Offer Settlement Date**"), in respect of each Conversion Share to which they were otherwise entitled, the cash proceeds realised from such sale of such Conversion Share in the Settlement Shares Offer (being an amount not less than the Conversion Price after the deduction by or on behalf of the Settlement Shares Offer Agent and the Settlement Shares Depositary of any amount payable in respect of any stamp duty, stamp duty reserve tax, or any other capital, issue, transfer, registration, financial transaction or documentary tax that may arise as a consequence of the sale of Conversion Shares pursuant to the Settlement Shares Offer and any fees or costs incurred by or on behalf of the Issuer, the Settlement Shares Offer Agent or the Settlement Shares Depositary in connection with the sale of the Conversion Shares pursuant to the Settlement Shares Offer (the "**Settlement Shares Offer Expenses**")).

(iii) In the event that the Settlement Shares Offer is only partially subscribed, Noteholders shall in aggregate be entitled to receive the pro rata share attributable to their Notes of: (a) from the Settlement Shares Offer Agent, pursuant to the agreement appointing the Settlement Shares Offer Agent and on the Offer Settlement Date, the cash proceeds realised from the sale of the relevant Conversion Shares in such Settlement Shares Offer (after the deduction of the Settlement Shares Offer Expenses), which shall be an amount not less than the Conversion Price multiplied by the aggregate number of Conversion Shares sold on the Offer Settlement Date; and (b) from the Settlement Shares Depositary in accordance with Condition 7(f) (*Settlement Procedures*) on the Offer Settlement Date or as soon as reasonably practicable thereafter the number of Conversion Shares not subscribed pursuant to the Settlement Shares Offer, rounded down, if necessary, to the nearest whole number of Conversion Shares. Fractions of Conversion Shares will not be issued and no cash payment will be made in lieu thereof.

(iv) In the case that no Conversion Shares are subscribed in the Settlement Shares Offer, Noteholders shall be entitled to receive the pro rata share attributable to their Notes of the relevant Conversion Shares from the Settlement Shares Depositary in accordance with Condition 7(f) (*Settlement Procedures*) on the Offer Settlement Date or as soon as reasonably practicable thereafter. The Issuer shall give notice of the Offer Settlement Date and the Notice Cut-off Date to Noteholders in accordance with Condition 15 (*Notices*) promptly following the commencement of the Settlement Shares Offer, which Notice Cut-off Date shall be not less than 15 Business Days following the date of such notice. Any Conversion Shares not subscribed pursuant to the Settlement Shares Offer shall be re-delivered to the Settlement Shares Depositary for further delivery to Noteholders, as contemplated by this Condition 7(e).

(v) If any cash proceeds to be received by the Noteholders in this Condition 7(e) are expressed in a currency other than the Relevant Currency, the Settlement Shares Offer Agent shall convert the relevant cash proceeds into the Relevant Currency at the Prevailing Exchange Rate as at the last day of the Offer Settlement Period and the cash proceeds shall be paid to Noteholders in the Relevant Currency.

(vi) Any Settlement Shares Offer shall be made subject to applicable laws and regulations in effect at the relevant time and if such Settlement Shares Offer would, in the opinion of the Issuer, not comply with such laws and regulations, the Settlement Shares Offer will not be conducted and Noteholders will receive the pro rata share attributable to their Notes of the relevant Conversion Shares in accordance with these Conditions.

(f) ***Settlement Procedures***

(i) In order to obtain delivery of any relevant Conversion Shares from the Settlement Shares Depositary in the circumstances described in Condition 7(e) (*Settlement Shares Offer*), each Noteholder shall deliver a duly completed irrevocable Delivery Notice to the Paying and Conversion Agent at its specified office, together with its Additional Tier 1 Conversion Notes, by no later than the fifth Business Day immediately preceding the Offer Settlement Date or, if a Settlement Shares Offer has not been conducted pursuant to Condition 7(e)(vi), the date set for such delivery by the Settlement Shares Depositary, (such date being the "**Notice Cut-off Date**").

(ii) Upon notification by the Issuer or Settlement Shares Offer Agent, as the case may be, to the Paying and Conversion Agent of the number of Conversion Shares to be delivered under this Condition 7(f), the Paying and Conversion Agent shall give instructions to the Settlement Shares Depositary for the relevant Conversion Shares to be delivered by the Settlement Shares Depositary to each Noteholder on the Offer Settlement Date or, if a Settlement Shares Offer has not been conducted pursuant to Condition 7(e)(vi), the date set for such delivery by the Settlement Shares Depositary, or as soon as practicable thereafter in accordance with the instructions given in the relevant Delivery Notice, provided that such duly completed Delivery Notice and the relevant Additional Tier 1 Conversion Notes have been so delivered to the Paying and Conversion Agent not later than the Notice Cut-off Date.

(iii) Any determination as to whether any Delivery Notice has been properly completed and delivered together with the relevant Additional Tier 1 Conversion Note(s) as provided in these Conditions shall be made by the Settlement Shares Depositary in its sole discretion and shall be conclusive and binding on the relevant Noteholder.

(iv) In the case of any Noteholder which fails to deliver a valid Delivery Notice and the relevant Additional Tier 1 Conversion Note(s) prior to the Notice Cut-off Date (each, an "**Affected Noteholder**"), the relevant Conversion Shares shall, for a period of ten (10) Business Days from (and including) the Notice Cut-Off Date, continue to be held on trust (or other similar arrangement) by the Settlement Shares Depositary for such Noteholder until such Noteholder delivers a duly completed Delivery Notice and the relevant Additional Tier 1 Conversion Note(s) and subject to Condition 7(g)(i) (*Entitlement to Conversion Shares or Cash Proceed*s) below. Following such ten (10) Business Day period, the Settlement Shares Depositary shall use its reasonable endeavours to appoint a selling agent (the "**Selling Agent**") to sell the relevant Conversion Shares in the open market and it shall hold the cash proceeds (the "**Cash Proceeds**") received from such sale (after deduction of any costs or expenses incurred by it in relation thereto) on trust (or other similar arrangement) on behalf of the Affected Noteholder until such Affected Noteholder delivers a duly completed Delivery Notice and the relevant Additional

Tier 1 Conversion Note(s), subject to a ten (10) year prescription period and subject to Condition 7(g)(i) (*Entitlement to Conversion Shares or Cash Proceeds*) below.

(v) The Issuer shall notify Noteholders whether a Selling Agent has been appointed for the sale of any such Conversion Shares as soon as practicable after such appointment. Subject to the deduction by or on behalf of each of the Selling Agent and the Settlement Shares Depositary of any amount payable in respect of any stamp duty, stamp duty reserve tax, or any other capital, issue, transfer, registration, financial transaction or documentary tax and any fees or costs incurred by or on behalf of the Selling Agent or, failing which, the Settlement Shares Depositary in connection with the sale thereof, the net proceeds of any such sale of Conversion Shares, converted, if necessary, into the Specified Currency at the Prevailing Exchange Rate on the date of sale of such Conversion Shares, shall as soon as reasonably practicable be distributed rateably by the Settlement Shares Depositary to the relevant Noteholders in accordance with Condition 10 (*Payments*) or in such other manner and at such time as shall be notified to the relevant Noteholders in accordance with Condition 15 (*Notices*) and to the Fiscal Agent. Such payment shall for all purposes discharge the obligations of the Issuer, the Settlement Shares Depositary and the Selling Agent in respect of the Automatic Conversion of the relevant Additional Tier 1 Conversion Notes.

(vi) For so long as the Conversion Shares are held by the Settlement Shares Depositary on behalf of each Noteholder, the Settlement Shares Depositary, subject to applicable laws, shall also hold any Cash Dividends and any other dividends or rights distributed to all other Shareholders as a class in respect of such Conversion Shares on trust (or other similar arrangement) for such Noteholder. The Settlement Shares Depositary shall use its reasonable endeavours to sell any such rights in the open market before expiry and it shall hold the cash proceeds received from such sale (after deduction of any costs or expenses incurred by it in relation thereto) on trust (or other similar arrangement) on behalf of each Noteholder. Cash Dividend(s) (and other dividends or rights or proceeds therefrom) shall be paid to the relevant Noteholder in accordance with the instructions given in the relevant Delivery Notice.

(vii) Delivery of the Conversion Shares by the Settlement Shares Depositary to the Noteholders will be made solely by book-entry with the Central Securities Depository and no physical share certificate will be delivered to any Noteholder in respect of any Conversion Share.

(g) ***Entitlement to Conversion Shares or Cash Proceeds***

(i) Any Affected Noteholder delivering a Delivery Notice after the Notice Cut-off Date will have to provide evidence of its entitlement to the relevant Conversion Shares or Cash Proceeds (as the case may be) satisfactory to the Settlement Shares Depositary in its sole and absolute discretion in order to receive delivery of such Conversion Shares or Cash Proceeds (as the case may be).

(ii) Neither the Settlement Shares Depositary nor the Issuer shall have any liability to any Noteholder for any loss resulting from such Noteholder not receiving any Conversion Shares (or Cash Proceeds) or from any delay in the receipt thereof, in each case as a result of such Noteholder failing to duly submit a Delivery Notice and the relevant Additional Tier 1 Conversion Notes, if applicable, on a timely basis or at all.

(iii) Neither the Issuer nor the Settlement Shares Depositary shall have any liability in respect of the sale of any Conversion Shares or rights, whether for the timing of any such sale or the price at or manner in which any such Conversion Shares or rights are sold or the inability to sell any such Conversion Shares or rights.

(h) ***Taxes***

Neither the Issuer, nor any of its subsidiaries nor the Settlement Shares Offer Agent, Selling Agent or Settlement Shares Depositary shall be liable for any stamp duty, stamp duty reserve tax, or any other capital, issue, transfer, registration, financial transaction or documentary tax that may arise or be paid as a consequence of the delivery of Conversion Shares, which tax shall be borne solely by the Noteholder.

(i) ***Adjustment of Floor Price***

Upon the happening of any of the events described below, the Floor Price shall be adjusted as follows, subject always to the proviso set out in the definition of Floor Price:

(i) If and whenever there shall be a consolidation, reclassification or subdivision in relation to the Ordinary Shares which alters the number of Ordinary Shares in issue, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to such consolidation, reclassification or subdivision by the following fraction:

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

where:

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

B is the aggregate number of Ordinary Shares in issue immediately after, and as a result of, such consolidation, reclassification or subdivision, as the case may be.

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

(ii) If and whenever the Issuer shall issue any Ordinary Shares to Shareholders as a class credited as fully paid by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve), the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to such issue by the following fraction:

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

where:

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

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

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

(iii) If and whenever the Issuer shall issue Ordinary Shares to all or substantially all Shareholders as a class by way of rights, or the Issuer or any of its subsidiaries or (at the direction or request or pursuant to arrangements with the Issuer or any of its subsidiaries) any other company, person or entity shall issue or grant to Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for or purchase Ordinary Shares, or any Securities which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, any Ordinary Shares (or shall grant any such rights in respect of existing Securities so issued), in each case at a price per Ordinary Share which is less than 95 per cent of the Current Market Price per Ordinary Share on the relevant Effective Date, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the relevant Effective Date by the following fraction:

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

where:

A is the number of Ordinary Shares in issue on the relevant Effective Date;

B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares issued by way of rights, or for the Securities issued by way of rights, or for the options or warrants or other rights issued by way of rights and for the total number of Ordinary Shares deliverable on the exercise thereof, would purchase at such Current Market Price per Ordinary Share on the relevant Effective Date; and

C is the number of Ordinary Shares to be issued or, as the case may be, the maximum number of Ordinary Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights or upon conversion or exchange or exercise of rights of subscription or purchase in respect thereof at the initial conversion, exchange, subscription or purchase price or rate,

provided that if, on the relevant Effective Date, such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this Condition 7(i)(iii), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the relevant Effective Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the relevant Effective Date.

Such adjustment shall become effective on the relevant Effective Date.

Notwithstanding the foregoing provisions:

(A) where the events or circumstances giving rise to any adjustment pursuant to this Condition 7(i) have already resulted or will result in an adjustment to the Floor Price or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Floor Price or where more than one event which gives rise to an adjustment to the Floor Price occurs within such a short period of time that, in the opinion of the Issuer, a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be determined in good faith by an Independent Adviser to be in its opinion appropriate to give the intended result;

(B) such modification shall be made to the operation of these Conditions as may be determined in good faith by an Independent Adviser to be in its opinion appropriate (i) to ensure that an adjustment to the Floor Price or the economic effect thereof shall not be taken into account more than once, and (ii) to reflect a redenomination of the issued Ordinary Shares for the time being into a new currency; and

(C) for the avoidance of doubt, the issue of Ordinary Shares upon an Automatic Conversion or upon any conversion or exchange in respect of any other Securities or the exercise of any other options, warrants or other rights shall not result in an adjustment to the Floor Price.

(j) ***Determination of Consideration Receivable***

For the purpose of any calculation of the consideration receivable or price pursuant to Condition 7(i)(iii) (*Adjustment of Floor Price*), the following provisions shall apply:

(i) the aggregate consideration receivable or price for Ordinary Shares issued for cash shall be the amount of such cash;

(ii) (x) the aggregate consideration receivable or price for Ordinary Shares to be issued or otherwise made available upon the conversion or exchange of any Securities shall be deemed to be the consideration or price received or receivable for any such Securities and (y) the aggregate consideration receivable or price for Ordinary Shares to be issued or otherwise made available upon the exercise of rights of subscription attached to any Securities or upon the exercise of any options, warrants or rights shall be deemed to be that part (which may be the whole) of the consideration or price received or receivable for such Securities or, as the case may be, for such options, warrants or rights which are attributed by the Issuer to such rights of subscription or, as the case may be, such options, warrants or rights or, if no part of such consideration or price is so attributed, the Fair Market Value of such rights of subscription or, as the case may be, such options, warrants or rights as at the relevant Effective Date, plus in the case of each of (x) and (y) above, the additional minimum consideration receivable or price (if any) upon the conversion or exchange of such Securities, or upon the exercise of such rights of subscription attached thereto or, as the case may be, upon exercise of such options, warrants or rights and (z) the consideration receivable or price per Ordinary Share upon the conversion or exchange of, or upon the exercise of such rights of subscription attached to, such Securities or, as the case

may be, upon the exercise of such options, warrants or rights shall be the aggregate consideration or price referred to in (x) or (y) above (as the case may be) divided by the number of Ordinary Shares to be issued upon such conversion or exchange or exercise at the initial conversion, exchange or subscription price or rate;

(iii) if the consideration or price determined pursuant to (i) or (ii) above (or any component thereof) shall be expressed in a currency other than the Relevant Currency, it shall be translated into the Relevant Currency at the Prevailing Exchange Rate on the relevant Effective Date (in the case of (i) above) or the relevant date of first public announcement (in the case of (ii) above);

(iv) in determining the consideration or price pursuant to the above, no deduction shall be made for any commissions or fees (howsoever described) or any expenses paid or incurred for any underwriting, placing or management of the issue of the relevant Ordinary Shares or Securities or options, warrants or rights, or otherwise in connection therewith; and

(v) the consideration or price shall be determined as provided above on the basis of the consideration or price received, receivable, paid or payable, regardless of whether all or part thereof is received, receivable, paid or payable by or to the Issuer or another entity.

(k) ***Decision of an Independent Adviser***

If any doubt shall arise as to whether an adjustment shall be made to the Floor Price or as to the appropriate adjustment to the Floor Price, the Issuer may at its discretion appoint an Independent Adviser and, following consultation between the Issuer and such Independent Adviser, a written opinion of such Independent Adviser in respect thereof shall be conclusive and binding on the Issuer and the Noteholders, save in the case of manifest error.

(l) ***Share Option Schemes, Dividend Reinvestment Plans***

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

(m) ***Rounding Down and Notice of Adjustment to the Floor Price***

On any adjustment, if the resultant Floor Price has more decimal places than the initial Floor Price, it shall be rounded to the same number of decimal places as the initial Floor Price. No adjustment shall be made to the Floor Price where such adjustment (rounded down if applicable) would be less than one per cent of the Floor Price then in effect. Any adjustment not required to be made, and/or any amount by which the Floor Price has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made.

Notice of any adjustments to the Floor Price shall be given by the Issuer to Noteholders promptly after the determination thereof in accordance with Condition 15 (Notices) and to the Paying and Conversion Agent.

The Floor Price shall not in any event be reduced to below the quota value of an Ordinary Share for the time being. The Issuer undertakes that it shall not take any action, and shall procure that no action is taken, that would otherwise result in an adjustment to the Floor Price to below the quota value of the Ordinary Shares immediately prior to Automatic Conversion translated into the Specified Currency at the then Prevailing Exchange Rate.

(n) ***Appointment of Third Parties***

Where the provisions of this Condition 7 (*Loss Absorption Mechanism*) require or provide for a determination by an Independent Adviser or a role to be performed by a Settlement Shares Depositary, and/or a Settlement Shares Offer Agent and/or Selling Agent, the Issuer shall use all reasonable endeavours promptly to appoint such person for such purpose.

If the Issuer has been unable to appoint a Settlement Shares Depositary, it shall make such other arrangements for the issuance and/or delivery of the Conversion Shares to the Noteholders and the conduct of the Settlement Shares Offer as it shall consider reasonable in the circumstances, which may include issuing the Conversion Shares to the Noteholders directly, which arrangements shall irrevocably and automatically release all of the Issuer's obligations under the Additional Tier 1 Conversion Notes as if the Conversion Shares had been issued to the Settlement Shares Depositary. In such circumstances, the Issuer will specify details about the relevant arrangements in the Automatic Conversion Settlement Notice.

If the Settlement Shares Depositary has been unable to appoint the Selling Agent, or if any Conversion Shares are not sold by the Selling Agent in accordance with Condition 7(f) (*Settlement Procedures*), such Conversion Shares shall continue to be held by the Settlement Shares Depositary on trust (or other similar arrangement on behalf of the Affected Noteholder) until the relevant Affected Noteholder delivers a duly completed Delivery Notice and the relevant Additional Tier 1 Conversion Notes. Any costs incurred by the Settlement Shares Depositary or any parent, subsidiary or affiliate of the Settlement Shares Depositary in connection with the holding by the Settlement Shares Depositary of any Conversion Shares and any amount received in respect thereof shall be deducted by the Settlement Shares Depositary from such amount prior to the delivery of such Conversion Shares and payment of any amount held for the account of the relevant Affected Holder to the relevant Noteholder. If no such amount is held, such costs shall be paid directly by the relevant Affected Noteholder to the Settlement Shares Depositary as a condition to the delivery to such Affected Noteholder of the relevant Conversion Shares.

(o) ***Rights and Obligations of Noteholders in Certain Situations***

Should the Issuer resolve on (i) any issue of new shares, stock options and other special rights entitling to shares in the Issuer, (ii) payment of dividends to shareholders or distribution of assets from the fund for invested unrestricted equity, the share premium reserve or legal reserve or reduction of share capital to the shareholders in the form of cash, securities or other property or (iii) the repurchase or redemption of any ordinary shares of the Issuer under the Finnish Companies Act, the Noteholders shall only be entitled to an appropriate adjustment of the Conversion Price and/or the number of securities into which the Additional Tier 1 Conversion Notes are convertible if, and to the extent, so provided by this Condition 7 and save for redemption upon liquidation, and shall not otherwise have any right of conversion or compensation and no measures will need to be taken in relation to the Additional Tier 1 Conversion Notes. If the Issuer acquires stock options or special rights to acquire shares, no measures will need to be taken in relation to the Additional Tier 1 Conversion Notes.

Should the Issuer be placed into liquidation or resolve on any merger or demerger the Noteholders shall have no right of conversion or compensation (save as provided in this Condition 7 and save for redemption upon liquidation) in relation to the Additional Tier 1 Conversion Notes. In any merger or demerger where the Issuer is dissolved, the Issuer shall however procure that any acquiring company shall maintain the Automatic Conversion mechanism contained in this Condition 7 and the rights of the Noteholders relating thereto by means of corresponding rights to conversion. Notwithstanding Chapter 16, Section 13 of the Finnish Companies Act with respect to a merger and Chapter 17, Section 13 of the Finnish Companies Act with respect to a demerger, the Noteholders shall not be entitled to demand the redemption of the Additional Tier 1 Conversion Notes in relation to a merger or a demerger.

Should a shareholder under the Finnish Companies Act have the right to acquire the shares from the other shareholders of the Issuer by means of Compulsory Acquisition Proceedings, the Noteholders shall upon request by such shareholder have a corresponding obligation to transfer all of their Notes to such shareholder. If an agreement on the purchase price cannot be reached between the parties, the purchase price shall be determined through arbitration in accordance with the procedure contained in Chapter 18 of the Finnish Companies Act.

Should the Issuer resolve on a transfer of the Issuer's registered office to another EEA state (cross-border conversion), the Noteholders shall have no right of conversion or compensation in relation to the Additional Tier 1 Conversion Notes. The Issuer shall however procure that the company formed in the destination EEA state as a result of a cross-border conversion shall maintain the Automatic Conversion mechanism and the rights of the Noteholders relating thereto contained in this Condition 7 by means of corresponding rights. Notwithstanding Chapter 17 a, Section 18 of the Finnish Companies Act, the Noteholders shall not be entitled to demand the redemption of the Additional Tier 1 Conversion Notes in relation to a transfer of the registered office.

8. Enforcement Events

(a) If:

(i) the Issuer shall default for a period of 7 days in the payment of principal that has become due and payable in accordance with any redemption of the Additional Tier 1 Conversion Notes; or

(ii) an order is made or an effective resolution is passed for the winding up or liquidation of the Issuer (except for the purpose of a merger, reconstruction or amalgamation under which the continuing entity effectively assumes the entire obligations of the Issuer under the Additional Tier 1 Conversion Notes) or the Issuer is otherwise declared bankrupt or put into liquidation, in each case, by a court or agency or supervisory authority in the Relevant Jurisdiction or elsewhere having jurisdiction in respect of the same, the Holder of any Additional Tier 1 Conversion Note may, to the extent permitted by applicable law:

(x) (in the case of (i) above) institute proceedings for the Issuer to be declared bankrupt or its winding-up or liquidation, in each case, in the Relevant Jurisdiction and not elsewhere, and prove or claim in the bankruptcy or liquidation of the Issuer; and/or

(y) (in the case of (ii) above) prove or claim in the winding up or liquidation or as the case may be, bankruptcy or liquidation of the Issuer, whether in the Relevant Jurisdiction or elsewhere and instituted by the Issuer itself or by a third party,

but (in either case) the Holder of such Additional Tier 1 Conversion Note may claim payment in respect of the Additional Tier 1 Conversion Note only in the winding up or liquidation or as the case may be, bankruptcy or liquidation of the Issuer.

(b) In any of the events or circumstances described in Condition 8(a)(ii) above, the Holder of any Additional Tier 1 Conversion Note may, by notice to the Issuer, declare such Additional Tier 1 Conversion Note to be due and payable, and such Additional Tier 1 Conversion Note shall accordingly become due and payable at its principal amount together with accrued (and uncancelled) interest to the date of payment, but subject to such Holder only being able to claim payment in respect of the Additional Tier 1 Conversion Note in the winding up or liquidation or as the case may be, bankruptcy or liquidation of the Issuer and provided that any such event occurs before the date on which a Trigger Event occurs.

(c) The Holder of any Additional Tier 1 Conversion Note may at its discretion institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition, undertaking or provision binding on the Issuer under the Additional Tier 1 Conversion Notes (other than, without prejudice to Condition 8(a)(i) above, any obligation for the payment of any principal or interest in respect of the Additional Tier 1 Conversion Notes) provided that the Issuer shall not by virtue of the institution of any such proceedings be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it, except with the prior approval of the Competent Authority (if such approval is then required under the Applicable Banking Regulations).

(d) No remedy against the Issuer, other than as provided in Conditions 8(a), 8(b) and 8(c) above shall be available to the Holders of Additional Tier 1 Conversion Notes, whether for the recovery of amounts owing in respect of the Additional Tier 1 Conversion Notes or in respect of any breach by the Issuer of any of its obligations or undertakings with respect to the Additional Tier 1 Conversion Notes.

For the avoidance of doubt a resolution of the Issuer or any moratorium in respect of the Issuer or any exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority will not constitute an enforcement event or a breach of the Issuer's obligations or duties in respect of the Additional Tier 1 Conversion Notes, or a failure to perform any of the Issuer's obligations or duties in respect of such Notes in any manner whatsoever, and shall not, of itself, entitle Holders to petition for the winding up or liquidation of the Issuer.

9. Taxation

(a) All amounts payable in cash or in kind (in respect of interest) in respect of the Additional Tier 1 Conversion Notes will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Taxing Jurisdiction, unless the withholding or deduction of such taxes or duties is required by law. In the event that a payment of interest is subject to withholding or deduction of such taxes or duties is required by law, the Issuer will pay such additional amounts as may be necessary in order that the net amounts receivable by the Holders after such withholding or deduction shall equal the respective amounts which

would have been receivable in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to payment in respect of any Additional Tier 1 Conversion Note presented for payment (where presentation is required):

(i) in the Taxing Jurisdiction;

(ii) more than 30 days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of 30 days; or

(iii) by or on behalf of, a Holder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority,

and except that no such additional amounts shall be payable in respect of payment in respect of any Additional Tier 1 Conversion Note the Holder or a beneficial owner of which is liable to such taxes or duties by reason of his having some connection with the Taxing Jurisdiction, as the case may be, other than the mere holding of such Additional Tier 1 Conversion Note.

Nor will additional amounts be paid with respect to any payment of principal or interest on an Additional Tier 1 Conversion Note to any Holder that is a fiduciary or partnership or other than the sole beneficial owner of any such payment to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such partnership or the beneficial owner would not have been entitled to the additional amounts had such beneficiary, settlor, member or beneficial owner been the Holder of such Additional Tier 1 Conversion Note. The obligation to pay taxes, duties, assessments and governmental charges shall not apply to (a) any estate, inheritance, gift, sales, transfer, personal property or any similar tax, assessment or other governmental charge or (b) any tax, assessment or other governmental charge which is payable otherwise than by deduction or withholding from payments in cash or in kind of principal, redemption amount, interest, reconversion or otherwise.

(b) For the purposes of these Conditions, the "**Relevant Date**" means the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Fiscal Agent on or prior to such due date, it means the first date on which the full amount of such moneys has been so received and notice to that effect shall have been duly given to the Holders of the Additional Tier 1 Conversion Notes of the relevant Series in accordance with Condition 15 (*Notices*).

(c) Any reference in these Conditions to interest in respect of the Additional Tier 1 Conversion Notes shall be deemed also to refer to any additional amounts which may be payable under this Condition 9 or any undertaking given in addition thereto or in substitution therefor. For the avoidance of doubt, no additional amounts shall be payable by the Issuer in respect of payments of principal under the Additional Tier 1 Conversion Notes. The mandatory restrictions on interest payments on Additional Tier 1 Conversion Notes under Condition 5(7)(b) shall apply to any additional amounts on Additional Tier 1 Conversion Notes *mutatis mutandis*.

(d) Notwithstanding anything in this Condition 9 or Condition 10 (*Payments*) to the contrary, none of the Issuer, any paying agent or any other person shall be required to pay any additional amounts with respect to any withholding or deduction imposed on or in respect of any Additional Tier 1 Conversion Note pursuant to Sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended ("**FATCA**"), any treaty, law, regulation, intergovernmental agreement implementing legislation or other official guidance enacted by the Taxing Jurisdiction implementing FATCA, or any agreement between the Issuer or any other person making payments on behalf of the Issuer and the United States or any authority thereof implementing FATCA.

10. Payments

(1) ***Payments—Bearer Notes***

(a) This Condition 10(1) is applicable in relation to Bearer Notes.

(b) Payment of amounts (including accrued interest) due on the redemption of Bearer Notes will be made against presentation and surrender of the relevant Bearer Notes to or to the order of any of the Paying Agents.

(c) Payment of amounts due in respect of interest on Bearer Notes will be made:

(i) in the case of a Temporary Global Note or Permanent Global Note, against presentation of the relevant Temporary Global Note or Permanent Global Note at the specified office of any of the Paying Agents outside the United States and, in the case of a Temporary Global Note, upon due certification as required therein;

(ii) in the case of Definitive Bearer Notes without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Definitive Notes at the specified office of any of the Paying Agents outside the United States; and

(iii) in the case of Definitive Bearer Notes delivered with Coupons attached thereto at the time of the initial delivery, against surrender of the relevant Coupons at the specified office of any of the Paying Agents outside the United States.

(d) If the due date for payment of any amount due (whether in respect of principal, interest or otherwise) in respect of any Bearer Notes is not a Business Day, then the Holder thereof will not be entitled to payment thereof until the next following such Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these Conditions.

(e) Each Definitive Bearer Note initially delivered with Coupons attached thereto should be surrendered for final redemption together with all unmatured Coupons appertaining thereto, failing which:

(i) in the case of Definitive Bearer Notes which bear interest at a fixed rate or rates, the amount of any missing unmatured Coupons will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time prior to the tenth anniversary of the due date of such final redemption or, if later, the fifth anniversary of the date of maturity of such Coupon; and

(ii) in the case of Definitive Bearer Notes which bear interest at, or at a margin above or below, a floating rate, all unmatured Coupon relating to such Definitive Bearer Notes (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them.

(2) ***Payments—Registered Notes***

(a) This Condition 10(2) is applicable in relation to Registered Notes.

(b) Payments of amounts (including accrued interest) due on the final redemption of Registered Notes will be made against presentation and surrender of the relevant Registered Notes at the specified corporate trust office of the Fiscal Agent. If the due date for payment of the final redemption amount of Additional Tier 1 Conversion Notes is not a Business Day, the Holder thereof will not be entitled to payment thereof until the next following such Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these Conditions.

(c) Payment of amounts (whether principal, interest or otherwise) due (other than in respect of the final redemption of Additional Tier 1 Conversion Notes) in respect of the Additional Tier 1 Conversion Notes will be paid to the Holders thereof (or, in the case of joint Holders, the first-named) as appearing in the Note Register as of opening of business (New York time) on the fifteenth New York Banking Day before the due date for such payment (the "**Record Date**").

(d) Notwithstanding the provisions of Condition 10(3)(b) (*Payments—General Provisions*), payments of interest due (other than in respect of the final redemption of Additional Tier 1 Conversion Notes) in respect of Registered Notes will be made by a check drawn on a bank in the Relevant Financial Centre and posted to the address (as recorded in the Note Register) of the Holder thereof, (or, in the case of joint Holders, the first-named) on the Business Day immediately preceding the relevant date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first named) has applied to the Fiscal Agent and the Fiscal Agent has acknowledged such applications for payment to be made to a

designated account (in the case aforesaid, a non-resident account with an authorised foreign exchange bank).

(3) ***Payments—General Provisions***

(a) Save as otherwise specified herein, this Condition 10 is applicable in relation to Additional Tier 1 Conversion Notes whether in bearer or in registered form.

(b) Payments of amounts due (whether in respect of principal, interest or otherwise) in respect of Additional Tier 1 Conversion Notes denominated in a currency other than euro will be made by check drawn on, or by transfer to, an account maintained by the payee with, a bank in the Relevant Financial Centre and in respect of an Additional Tier 1 Conversion Note denominated in euro by check drawn on, or by transfer to, an euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the European Union.

11. Prescription

(a) Bearer Notes and the related Coupons will become void unless presented for payment within ten years (or, in the case of Coupons and save as provided in Condition 10(1)(e) (*Payments—Bearer Notes*), five years) after the due date for payment.

(b) Claims against the Issuer in respect of Registered Notes will be prescribed unless made within 10 years (or, in the case of claims in respect of interest, five years) after the due date for payment.

12. The Paying Agents

The initial Paying Agents are listed in the Agency Agreement. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent) and to appoint additional or other Paying Agents; provided that it will at all times maintain (i) a Fiscal Agent, (ii) a Note Register, (iii) a Paying Agent with an office in the City of New York and (iv) a Paying Agent with an office in London. If any such agent (acting through its relevant office) is unable or unwilling to continue to act as Fiscal Agent or Paying Agent, as the case may be, or if the Fiscal Agent or Paying Agent, as the case may be, fails, with respect to the issuance of any Series of Additional Tier 1 Conversion Notes, duly to establish the Rate of Interest for any applicable Interest Period or to calculate the Interest Amount, the Issuer shall appoint another leading bank engaged in the New York or London interbank market, as may be applicable (acting through its principal New York or London Office, as the case may be) to act as such in the Fiscal Agent's or Paying Agent's, as the case may be, place.

13. Replacement of the Additional Tier 1 Conversion Notes

If any Additional Tier 1 Conversion Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent, subject to all applicable laws and the requirements of any stock exchange and/or listing authority on which the relevant Additional Tier 1 Conversion Notes are listed, upon payment by the claimant of all expenses incurred in such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer and the Fiscal Agent may require. Mutilated or defaced Additional Tier 1 Conversion Notes must be surrendered before replacements will be delivered.

14. Meetings of Holders

The Agency Agreement contains provisions, which are binding on the Issuer and the Holders of Additional Tier 1 Conversion Notes, for convening meetings of the Holders of Additional Tier 1 Conversion Notes of any Series to consider matters affecting their interests, including the modification or waiver of the Conditions applicable to any Series of Additional Tier 1 Conversion Notes. Any modification or waiver of the Conditions which affects Additional Tier 1 Conversion Notes will be effected in accordance with Applicable Banking Regulations.

The quorum at any meeting for passing an Extraordinary Resolution will be one or more persons present (other than the Issuer or its affiliates) holding or representing a clear majority in principal amount of the Series of Additional Tier 1 Conversion Notes then outstanding or, at any adjourned meeting, one or more persons (other than the Issuer or its affiliates) present whatever the principal amount of the Series of Additional Tier 1 Conversion Notes held or represented by him or them, provided that at any meeting, the business of which includes the modification of certain of the Conditions of the Series of Additional Tier 1 Conversion Notes (as set out in (i) to (viii) of the paragraph below), the necessary quorum for passing an Extraordinary Resolution will be one or more persons (other than the Issuer or its affiliates) present holding or representing not less than two-thirds, or at any adjourned meeting not less than one-third, in principal amount of the Series of Additional Tier 1 Conversion Notes

then outstanding. In addition, modifications or waivers may be approved without a meeting in accordance with the procedures set out in the Agency Agreement.

Modifications of and amendments to the Conditions of a Series of Additional Tier 1 Conversion Notes, the Agency Agreement or the Deed of Covenant may be effected by the Issuer and the Fiscal Agent, and future compliance with any Additional Tier 1 Conversion Notes or the Agency Agreement, or any past default with respect to any Additional Tier 1 Conversion Notes or the Agency Agreement, by the Issuer may be waived, (a) in the case of such modification, amendment or waiver to be considered at a quorate meeting, by way of Extraordinary Resolution or (b) in the case of a consent without a meeting, with the consent of persons holding or representing not less than two-thirds in principal amount of the Series of Additional Tier 1 Conversion Notes (excluding any Additional Tier 1 Conversion Notes of the Series held by the Issuer or its affiliates) then outstanding, each in accordance with the procedures set forth in the Agency Agreement, provided that no such modification, amendment or waiver may, without (y) in the case of such modification, amendment or waiver to be considered at a quorate meeting, an Extraordinary Resolution or (z) in the case of a consent without a meeting, the consent of persons holding or representing not less than three-quarters in principal amount of the Series of Additional Tier 1 Conversion Notes (excluding any Additional Tier 1 Conversion Notes of the Series held by the Issuer or its affiliates) then outstanding, each in accordance with the procedures set forth in the Agency Agreement, (i) change in the stated maturity of any Additional Tier 1 Conversion Note (if any), or the date for any payment on any Additional Tier 1 Conversion Note, (ii) reduce the principal amount of any Additional Tier 1 Conversion Note or reduce the interest payable thereon, (iii) change any obligations of the Issuer to pay additional amounts, (iv) change the place for or currency in which any Additional Tier 1 Conversion Note or interest thereon is payable, (v) impair the right to institute suit for the enforcement of the holder of any Additional Tier 1 Conversion Note of any payment thereunder, (vi) reduce the percentage in principal amount of Series of Additional Tier 1 Conversion Notes outstanding required for modification or amendment of the Agency Agreement or for waiver of compliance with certain provisions of the Agency Agreement, (vii) reduce the requirements contained in the Agency Agreement for quorum or voting or (viii) modify or affect in any manner adverse to the interests of the holders of any Additional Tier 1 Conversion Notes the terms and conditions of the obligations of the Issuer regarding the due and punctual payment of the principal amount and interest with respect to such Additional Tier 1 Conversion Notes.

The Fiscal Agent may agree, without the consent of the Noteholders, to any modification of any of the terms of a Series of Additional Tier 1 Conversion Notes or of any of the provisions of the Agency Agreement which does not, in the sole opinion of the Issuer, materially adversely affect the interests of the Noteholders or to any modification which is of a formal, minor or technical nature or to correct a manifest error.

Any modification shall be binding on the Noteholders and, unless the Fiscal Agent agrees otherwise, any modification shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with the Agency Agreement.

For the purposes of this Condition 14, "**Extraordinary Resolution**" means a resolution passed at a meeting duly convened and held in accordance with these Conditions and the Agency Agreement by a majority of not less than two-thirds of the votes cast.

15. Notices

(a) ***To Holders of Bearer Notes***

Notices to Holders of Bearer Notes will, save where another means of effective communication has been specified in the relevant Pricing Supplement, be deemed to be validly given if published in a leading daily newspaper having general circulation in the United Kingdom (which is expected to be the Financial Times) or, in the case of a Temporary Global Note or Permanent Global Note if delivered to Euroclear and Clearstream, Luxembourg for communication by them to the persons shown in their respective records as having interests therein provided that, in the case of Additional Tier 1 Conversion Notes admitted to listing and/or trading on any stock exchange, the requirements of such stock exchange or listing authority have been complied with. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the date of first such publication) or, as the case may be, on the fourth Business Day after the date of such delivery.

(b) ***To Holders of Registered Notes***

Notices to Holders of Registered Notes will be deemed to be validly given if sent by first class mail to them (or, in the case of joint Holders, to the first-named in the Note Register) at their respective addresses as recorded in the Note Register, and will be deemed to have been validly given on the fourth Business Day after the date of such mailing.

Notwithstanding the foregoing, so long as any Registered Notes are evidenced by (i) a Global Registered Note which is held by or on behalf of DTC for the benefit of participants in DTC, all notices with respect to such Additional Tier 1 Conversion Notes shall be sent only to DTC which will communicate such notices to its participants in accordance with its standard and customary procedures in effect at that time, or (ii) a Global Registered Note which is held by or on behalf of Euroclear and/or Clearstream, Luxembourg, all notices with respect to such Registered Notes shall be delivered to Euroclear and Clearstream, Luxembourg for communication by them to the persons shown in their respective records as having interests therein, provided that, if the Additional Tier 1 Conversion Notes of a Series are listed on a stock exchange then all notices shall also be made in accordance with the standard and customary procedures then in effect at such stock exchange. Any such notice shall be deemed to have been given to the holders of the relevant Additional Tier 1 Conversion Notes on the seventh day after the day on which the said notice was given to DTC, Euroclear or Clearstream, Luxembourg (as the case may be) or as otherwise provided by the applicable rules of a stock exchange.

(c) ***To the Issuer***

Notices to the Issuer will be deemed to be validly given if delivered to the Issuer's Swedish branch at Smålandsgatan 17, SE-105 71, Stockholm, Sweden and clearly marked on their exterior "Urgent—Attention: Group Treasury" (or at such other address and for such other attention as may have been notified to the Holders of the Additional Tier 1 Conversion Notes in accordance with this Condition 15) and will be deemed to have been validly given at the opening of business on the next day on which the Issuer's principal office is open for business.

16. Provision of Information

For so long as any Registered Notes of a Series remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Issuer shall, during any period in which it is neither subject to Section 13 or 15(d) under the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, furnish to any Noteholder of, or beneficial owner of an interest in, such Registered Notes in connection with any resale thereof and to any prospective purchaser designated by such Noteholder or beneficial owner in each case upon request, such information as is required to be provided pursuant to Rule 144A(d)(4) under the Securities Act in order to permit compliance with Rule 144A in connection with the resale of such restricted securities.

17. Further Issues

The Issuer may from time to time without the consent of the Holders of any Additional Tier 1 Conversion Notes of any Series create and issue further Additional Tier 1 Conversion Notes and other debt securities having terms and conditions the same as those of the Additional Tier 1 Conversion Notes of such Series or the same except for the amount of the first payment of interest (if any), which may be consolidated and form a single Series with the outstanding Additional Tier 1 Conversion Notes of such Series.

18. Substitution and Variation

If this Condition 18 is specified as applicable in the relevant Pricing Supplement, at any time following the occurrence, as applicable, of a Withholding Tax Event, a Tax Event, an Alignment Event or a Capital Event, or to ensure the effectiveness or enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*), the Issuer may, subject to the Applicable Banking Regulations (including the permission of the Competent Authority to the extent then required) but without any requirement for the consent or approval of the Holders of the Additional Tier 1 Conversion Notes and having given not less than 15 nor more than 60 days' notice to the Fiscal Agent (in accordance with the Agency Agreement) and the Holders of the Additional Tier 1 Conversion Notes (which notice shall be irrevocable), at any time either (a) substitute all (but not some only) of such Additional Tier 1 Conversion Notes for new Additional Tier 1 Conversion Notes, which are Qualifying Securities, or (b) vary the terms of such Additional Tier 1 Conversion Notes so that they remain or, as appropriate, become, Qualifying Securities provided that, in each case, (i) such variation or substitution does not itself give rise to any right of the Issuer to redeem the varied or substituted securities and (ii) such variation or substitution would not itself directly lead to a downgrade in any of the credit ratings of the Additional Tier 1 Conversion Notes as assigned by any Rating Agency immediately prior to such variation or substitution (unless any such downgrade is solely attributable to the effectiveness and enforceability of Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*)), (iii) such variation or substitution is not materially less favourable to holders (unless any such prejudice is solely attributable to the effectiveness and enforceability of Condition 5(7) (*Interest Cancellation in respect of Additional Tier 1 Conversion Notes*) or Condition 20 (*Acknowledgement of Bail-in and Loss Absorption Powers*)) and (iv) if such permission is then required under Applicable Banking Regulations, the Issuer has received the prior permission of the Competent Authority in respect of such variation or substitution.

For the avoidance of doubt, any such substitution or variation shall not be deemed to be a modification or amendment for the purposes of Condition 14 (*Meetings of Holders*).

For the purpose of this Condition 18, a variation or substitution shall be "**materially less favourable to holders**" if such varied or substituted securities:

(a) do not include a ranking at least equal to that of the Additional Tier 1 Conversion Notes;

(b) do not have the same interest rate and the same Interest Payment Dates as those from time to time applying to the Additional Tier 1 Conversion Notes;

(c) do not have equivalent redemption rights as the Additional Tier 1 Conversion Notes;

(d) do not have the same currency of payment, maturity, denomination and original aggregate outstanding nominal amount as the Additional Tier 1 Conversion Notes (as applicable) prior to such variation or substitution;

(d) do not preserve any existing rights (if any) under the Additional Tier 1 Conversion Notes to any accrued interest which has not been paid in respect of the period from (and including) the Interest Payment Date last preceding the date of substitution or variation;

(e) do not have a listing on a recognised stock exchange if the Additional Tier 1 Conversion Notes (as applicable) were listed immediately prior to such variation or substitution; or

(f) in respect of Alignment Events only, include any higher trigger levels, additional interest cancellation events or additional conversion triggers.

An "**Alignment Event**" shall be deemed to have occurred if the Applicable Banking Regulations have been amended to permit instruments of the Issuer with New Terms to be treated as Additional Tier 1 Capital.

"**New Terms**" means, at any time, any terms and conditions of a capital instrument issued by the Issuer that are different in any respect from the terms and conditions of the Additional Tier 1 Conversion Notes at such time.

"**Qualifying Securities**" means securities issued directly or indirectly by the Issuer that contain terms which at such time result in such securities being eligible to qualify towards the Issuer's and/or the Nordea Group's Tier 1 Capital for the purposes of, and in accordance with, the relevant Applicable Banking Regulations, (in the case of a variation or substitution due to a Withholding Tax Event, a Tax Event, an Alignment Event or a Capital Event) to at least the same extent as the Additional Tier 1 Conversion Notes prior to the relevant Withholding Tax Event, Tax Event, Alignment Event or Capital Event.

19. Law and Jurisdiction

(a) The Additional Tier 1 Conversion Notes, the Deed of Covenant and the Agency Agreement and all non-contractual obligations arising out of or in connection with any of them are governed by English law, except that the provisions of Condition 4 (*Status*), Condition 7(o) (*Rights and Obligations of Noteholders in Certain Situations*), the conversion (if any) of the Additional Tier 1 Conversion Notes into Conversion Shares, any Compulsory Acquisition Proceedings and all non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, the laws of the Relevant Jurisdiction.

(b) The Issuer irrevocably agrees for the benefit of the Holders of the Additional Tier 1 Conversion Notes that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Additional Tier 1 Conversion Notes (including a dispute relating to any non-contractual obligation arising out of or in connection with the Additional Tier 1 Conversion Notes), except for any Compulsory Acquisition Proceedings which shall be determined in accordance with Chapter 18 of the Finnish Companies Act, (respectively, "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that any such court is not a convenient or appropriate forum. This Condition 19(b) is for the benefit of the Holders only, so that nothing in this Condition 19(b) prevents any Holder from taking Proceedings in (i) any court of a member state of the European Union under the Brussels Ia Regulation (in accordance with its Chapter II, Sections 1 and 2) with jurisdiction, or (ii) any court of a State that is a party to the Lugano II Convention (in accordance with its Title II, Sections 1 and 2) with jurisdiction ((i) and (ii) together with the courts of England being

the "**Competent Courts**"). To the extent allowed by law, Holders may take concurrent Proceedings in any number of Competent Courts in accordance with this Condition 19(b).

Where:

"**Brussels Ia Regulation**" means Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (as amended or replaced); and

"**Lugano II Convention**" means the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007 (as amended or replaced).

(c) The Issuer agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to the Issuer at its registered address in London from time to time, being presently at Nordea Bank Abp, London Branch, 6th Floor, 5 Aldermanbury Square, London EC2V 7AZ, United Kingdom or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall forthwith appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Holder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Fiscal Agent. Nothing contained herein shall affect the right to serve process in any other manner permitted by law.

20. Acknowledgement of Bail-in and Loss Absorption Powers

Notwithstanding and to the exclusion of any other term of the Additional Tier 1 Conversion Notes or any other agreements, arrangements or understanding between the Issuer and any Holder (which, for the purposes of this Condition 20, includes each holder of a beneficial interest in the Additional Tier 1 Conversion Notes), by its acquisition of the Additional Tier 1 Conversion Notes, each Noteholder acknowledges and accepts that any liability arising under the Additional Tier 1 Conversion Notes may be subject to the exercise of Bail-in and Loss Absorption Powers by the Relevant Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by:

(a) the effect of the exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority, which exercise (without limitation) may include and result in any of the following, or a combination thereof:

(i) the reduction of all, or a portion, of the Relevant Amounts in respect of the Additional Tier 1 Conversion Notes on a permanent basis;

(ii) the conversion of all, or a portion, of the Relevant Amounts in respect of the Additional Tier 1 Conversion Notes into shares or other instruments of ownership of the Issuer or another person, and the issue to or conferral on the Noteholder of such shares or other instruments of ownership including by means of an amendment, modification or variation of the terms of the Additional Tier 1 Conversion Notes;

(iii) the cancellation of the Additional Tier 1 Conversion Notes or the Relevant Amounts in respect of the Additional Tier 1 Conversion Notes; and

(iv) the amendment or alteration of the perpetual nature of the Additional Tier 1 Conversion Notes or amendment of the amount of interest payable on the Additional Tier 1 Conversion Notes, or the date on which interest becomes payable, including by suspending payment for a temporary period; and

(b) the variation of the terms of the Additional Tier 1 Conversion Notes, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority.

"**Bail-in and Loss Absorption Powers**" means any loss absorption, write-down, conversion, transfer, modification, suspension, moratorium or similar or resolution related power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Relevant Jurisdiction, relating to (i) the transposition of the BRRD (as amended or replaced from time to time) or the application of the SRM Regulation (as amended or replaced from time to time) and (ii) the instruments, rules and standards created under the BRRD, including but not limited to Article 48 BRRD, or the SRM Regulation, pursuant to which any

obligation of the Issuer (or any affiliate of the Issuer) can be reduced, cancelled, modified, or converted into shares, other securities or other obligations of the Issuer or any other person (or suspended for a temporary period).

"**Relevant Amounts**" means the outstanding principal amount of the Additional Tier 1 Conversion Notes, together with any accrued but unpaid interest and additional amounts due on the Additional Tier 1 Conversion Notes. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority.

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in and Loss Absorption Powers in relation to the Issuer and/or the Nordea Group.

For the avoidance of doubt any exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority will not constitute an enforcement event or a breach of the Issuer's obligations or duties in respect of the Additional Tier 1 Conversion Notes, or a failure to perform any of the Issuer's obligations or duties in respect of the Additional Tier 1 Conversion Notes by the Issuer in any manner whatsoever, and shall not, of itself, entitle Holders to petition for the winding up or liquidation of the Issuer. Any failure by the Issuer to notify the Noteholders of any exercise of any Bail-in and Loss Absorption Powers shall not affect the validity of any such Bail-in and Loss Absorption Powers.

FORM OF PRICING SUPPLEMENT FOR THE SENIOR PREFERRED NOTES, THE SENIOR NON-PREFERRED NOTES, THE DATED SUBORDINATED NOTES AND THE ADDITIONAL TIER 1 WRITE-DOWN NOTES

Set out below is the form of Pricing Supplement which will be completed for each tranche of a Series of Senior Preferred Notes, Senior Non-Preferred Notes, Dated Subordinated Notes or Additional Tier 1 Write-Down Notes, as the case may be, issued under the Programme. See also "Incorporation by Reference".

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

[**UK MiFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [Consider any negative target market]. Any distributor should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"). Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

[**Singapore Securities and Futures Act Product Classification** – Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are ["prescribed capital markets products"]/["capital markets products other than prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).]

[In addition to the above, pursuant to the United Kingdom ("**UK**") Financial Conduct Authority Conduct of Business Sourcebook ("**COBS**") the Notes are not intended to be offered, sold or otherwise made available and should not be offered, sold or otherwise made available in the UK to retail clients as defined in COBS 3.4. Further restrictions also apply – prospective investors are referred to pages (iii)–(v) of the Programme Document (as defined below) for further information.][(1)]

[Date]

NORDEA BANK ABP

Issue of
[Aggregate Nominal Amount of Series]
[Title of the Notes]
Issued under the
U.S.$25,000,000,000 Global Medium-Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the programme document dated 12 May 2026 [and the supplement[s] to the programme document dated [*insert date[s]*]] ([together,] the "**Programme Document**"). This document constitutes the Pricing Supplement for the Notes described herein and must be read in conjunction with such Programme Document [as so supplemented].

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Programme Document [as so supplemented]. [The Programme Document [and supplement[s] to the Programme Document] [is] [are] available for viewing during usual business hours at the head office of the Issuer at Satamaradankatu (Sw: *Hamnbanegatan*) 5, FI-00020 Nordea, Helsinki, Finland and at the office of the Issuer's Swedish branch at Smålandsgatan 17, SE-105 71 Stockholm, Sweden.]

Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Pricing Supplement.

1.	Issuer:		Nordea Bank Abp
	[i.]	Series Number:	[ ]
	[ii.]	Tranche Number:	[ ] *(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)*
2.	i.	Specified Currency or Currencies:	[ ]
	ii.	Include payment in U.S. dollars or Specified Currency:	[ ]
3.	Aggregate Nominal Amount:		
	i.	Series:	[ ]
	ii.	Tranche:	[ ]
4.	i.	Issue Price:	[ ] per cent of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] if applicable]
	[ii.	Net Proceeds:	[ ]]

(1) Include for Restricted Senior Preferred Notes and Subordinated Notes.

5.	i.	Specified Denominations:	[ ] [No Notes may be issued which have a minimum denomination of less than U.S.$200,000 (but so that in no event will the minimum denomination be lower than €100,000 or its equivalent at the date of issue of the relevant Notes) and integral multiples of U.S.$1,000]
	ii.	Calculation Amount:	[ ] [*If there is more than one Specified Denomination, insert the highest common factor of those Specified Denominations (note: there must be a common factor of two or more Specified Denominations).*]
6.	[i.	Issue Date [and Interest Commencement Date]:	[ ]]
	[ii.	Interest Commencement Date (if different from the Issue Date):	[ ]]
7.	Maturity Date:		[*specify date*] *(for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*
8.	Form of Notes:		[Registered/Bearer]
9.	Type of Notes:		[Fixed-Rate/Floating-Rate/Reset/Zero-Coupon/Index-Linked/Dual Currency/other] and [Rule 144A/Regulation S]
10.	Interest Basis:		[[ ] per cent Fixed Rate] [*specify reference rate*] ± [ ] per cent [Floating Rate] [Reset Notes] [Zero Coupon] [Index-Linked Interest] [*Other (specify)*] (further particulars specified below)
11.	Redemption/Payment Basis:		[Redemption at par] [Index-Linked Redemption] [Dual Currency] [Partly Paid] [Instalment] [*Other (specify)*]
12.	Change of Interest or Redemption/ Payment Basis:		[*Specify details of any provision for convertibility of the Notes into another interest or redemption/payment basis*]
13.	Put/Call Options:		[Investor Put] [Issuer Call] [Clean-up Call] [(*further particulars specified below*)]
14.	(i)	Status of the Notes:	[Senior Preferred/Senior Non-Preferred/Dated Subordinated/ Additional Tier 1 Write-Down Notes]
	(ii)	Acknowledgement of Bail-in Powers:	[Condition 20 is applicable/not applicable][(2)]
15.	Method of distribution:		[Syndicated/Non-syndicated]
16.	Original Issue Discount:		[ ]
	i.	Total Amount of OID:	[ ]

ii. Yield to Maturity: [ ]

iii. Interest Accrued Period: [ ]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17. **Fixed Rate Note Provisions** [Applicable [from [ ] to [ ]] /Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

i. Rate[(s)] of Interest: [ ] per cent per annum [payable [annually/semi-annually/quarterly/monthly/ other *(specify)*] in arrear]

ii. Interest Payment Date(s): [ ] in each year [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"*]/not adjusted]

iii. First Interest Payment Date: [ ]

iv. Fixed Coupon Amount[(s)]: [ ] per Calculation Amount

v. Broken Amount(s): [*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]*]

vi. Day Count Fraction: [Actual/365 or Actual/Actual (ISDA) or Actual/365 (Fixed) or Actual/365 (Sterling) or Actual/360 or 30/360 or 30_E/360 or *Other*]

(NB: Actual/Actual (ICMA) is normally only appropriate for Fixed Rate Notes denominated in euro)

vii. Determination Date(s): [ ] in each year

[*Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long and short first or last coupon*]

(*NB: This will need to be amended in the case of regular interest payment dates which are not of equal duration*).

(*NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA)*).

viii. Record Date: [ ] (*Registered Notes only*)

ix. Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/*give details*]

18. **Floating Rate Note Provisions** [Applicable [from [ ] to [ ]] /Not Applicable]

i. Specified Period(s)/Specified Interest Payment Dates: [ ]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

ii. First Interest Payment Date: [ ]

(2) Select "Condition 20 is applicable" for Restricted Senior Preferred Notes and Subordinated Notes.

iii. Business Day Convention: [Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/other *(give details)*]

iv. Any relevant modification to the definition of Business Day for the purposes of Condition 1: [ ]

v. Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/other *(give details)*]

vi. Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Agent): [ ]

vii. Screen Rate Determination: [ ]

(Insert if Index Determination applicable)

- Index Determination: [Applicable / Not Applicable]

- SONIA Compounded Index: [Applicable / Not Applicable]

- SOFR Compounded Index: [Applicable / Not Applicable]

- Numerator: [ ] / [As per Conditions]

- Relevant Decimal Place: [ ] / [As per Conditions]

- Relevant Number: [ ] / [[5, as per Conditions] / [2, as per Conditions] (*unless otherwise specified in the Pricing Supplement, the Relevant Number shall be 5 in case of SONIA Compounded Index and 2 in case of SOFR Compounded Index*)]

- Interest Determination Date(s): [ ] / [The day falling the Relevant Number of Index Days prior to the relevant Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which, by its definition or the operation of the relevant provisions, is excluded from the relevant Interest Period)]

(Insert if Index Determination not applicable)

- Compounded SOFR: [Compounded SOFR with Lookback / Compounded SOFR with Observation Period Shift / Not Applicable]

- Reference Rate: [ ]

- Interest Determination Date(s): [ ]

- Relevant Screen Page: [ ]

- Relevant Time: [ ]

- Compounded Daily SONIA: [SONIA with Observation Period Shift / SONIA with Lookback / Not Applicable]

- Compounded Daily TONA: [Compounded TONA with Lookback / Compounded TONA with Observation Period Shift / Not Applicable]

viii.	Linear Interpolation:	[Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation] *(specify for each short or long interest period)*
ix.	Determination Agent:	[[ ]/Not Applicable]
x.	Margin(s):	[±][ ] per cent per annum
xi.	Observation Look-back Period:	[[ ]/Not Applicable]
xii.	"p":	[[ ] U.S. Government Securities Business Days/[ ] Tokyo Banking Days/Not Applicable]
xiii.	Minimum Rate of Interest:	[[ ] per cent per annum/Not Applicable]
xiv.	Maximum Rate of Interest:	[[ ] per cent per annum/Not Applicable]
xv.	Day Count Fraction:	[Actual/365 or Actual/Actual (ISDA) or Actual/365 (Fixed) or Actual/365 (Sterling) or Actual/360 or 30/360 or 30_E/360 or Other]
xvi.	Interest Reset Dates:	[ ]
xvii.	Record Date:	[ ] *(Registered Notes only)*
xviii.	Fallback provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[ ]
xix.	Benchmark Replacement Fallback:	[Condition 5(9)(*Benchmark Replacement – Independent Adviser*) is applicable.] / [Condition 5(10)(*Benchmark Replacement – ARRC*) is applicable. / Condition 5(11) (*Additional Provisions Relating to TONA*) is applicable.][(3)]
19.	**Reset Note Provisions**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
i.	Initial Rate of Interest:	[ ] per cent per annum payable in arrear [on each Interest Payment Date]
ii.	First Reset Margin:	[±] [ ] per cent per annum
iii.	Subsequent Reset Margin:	[[±][ ] per cent per annum] [Not Applicable]
iv.	Interest Payment Date(s):	[ ] [and [ ]] in each year up to and including the Maturity Date[[in each case,] subject to adjustment in accordance with paragraph 19(xxv)]
v.	First Interest Payment Date:	[ ]
vi.	Fixed Coupon Amount up to (but excluding) the First Reset Date:	[[ ] per Calculation Amount][Not Applicable]
vii.	Broken Amount(s):	[[ ] per Calculation Amount payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]

(3) If the Reference Rate is SOFR, "Condition 5(10) (*Benchmark Replacement – ARRC*)" should be selected as applicable.

viii.	First Reset Date:	[ ] [subject to adjustment in accordance with paragraph 19(xxv)]
ix.	Second Reset Date:	[ ]/[Not Applicable][subject to adjustment in accordance with paragraph 19(xxv)]
x.	Subsequent Reset Date(s):	[ ] [and [ ]] [subject to adjustment in accordance with paragraph 19(xxv)]
xi.	Relevant Screen Page:	[ ]
xii.	Reset Reference Rate:	[Reference Bond Rate/Mid-Swap Rate/CMT Rate/Not Applicable]
xiii.	Reset Reference Bond:	[Reset United States Treasury Security]/[Benchmark Security]/[*specify relevant security*]/[Not Applicable]
xiv.	Mid-Swap Rate:	[Single Mid-Swap Rate/Mean Mid-Swap Rate/Not Applicable]
xv.	Mid-Swap Maturity:	[ ]
xvi.	Reference Banks:	[ ]
xvii.	Reset Reference Rate Conversion:	[Applicable/Not Applicable]
xviii.	Original Reset Reference Rate Basis:	[ ]/[Not Applicable]
xix.	Day Count Fraction:	[Actual/365 or Actual/Actual (ISDA) or Actual/365 (Fixed) or Actual/365 (Sterling) or Actual/360 or 30/360 or 30E/360 or *Other*]
xx.	Reset Determination Dates:	[ ] in each year
xxi.	Reset Determination Time:	[ ]
xxii.	Relevant Time:	[ ]
xxiii.	Fallback Relevant Time:	[ ]/[Not Applicable]
xxiv.	First Reset Period Fallback Yield:	[ ]/[Not Applicable]
xxv.	Business Day Convention:	[Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Not Applicable/other *(give details)*]
xxvi.	Relevant Financial Centre:	[ ]
xxvii.	Determination Agent:	[ ]
xxviii.	Mid-Swap Floating Leg Benchmark Rate:	[ ]
xxix.	Record Date:	[ ] *(Registered Notes only)*
xxx.	Other terms relating to Reset Notes:	[Not Applicable/*give details*]
xxxi.	Benchmark Replacement Fallback:	[Condition 5(9)(*Benchmark Replacement – Independent Adviser*) is applicable.] / [Condition 5(10)(*Benchmark Replacement – ARRC*) is applicable.]

20.	**Zero Coupon Note Provision**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
i.	[Amortisation/Accrual] Yield:	[ ] per cent per annum

	ii.	Reference Price:	[ ] per cent per annum
	iii.	Any other formula/basis of determining amount payable:	[ ]
	iv.	Day Count Fraction:	[Actual/365 or Actual/Actual (ISDA) or Actual/365 (Fixed) or Actual/365 (Sterling) or Actual/360 or 30/360 or 30_E/360 or Other]
21.	**Index-Linked Note/other variable-linked interest Note Provisions**		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	Index/Formula/other variable:		[*give or annex details*]
	i.	Calculation Agent responsible for calculating the principal or interest due:	[ ]
	ii.	Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable is impossible or impracticable:	[*Need to include a description of market disruption or settlement disruption events and adjustment provisions*]
	iii.	Determination Dates:	[ ]
	iv.	Provisions for determining Rate of Interest and Interest Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[ ]
	v.	First Interest Payment Date:	[ ]
	vi.	Interest or calculation period(s):	[ ]
	vii.	[Specified Period(s)/Specified Interest Payment Date(s)]:	[ ]
	viii.	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
	ix.	Any relevant modification to the definition of Business Day for the purposes of Condition 1:	[ ]
	x.	Minimum Rate/Amount of Interest:	[ ] per cent per annum/[ ]
	xi.	Maximum Rate/Amount of Interest:	[ ] per cent per annum/[ ]

	xii.	Day Count Fraction:	[Actual/365 or Actual/Actual (ISDA) or Actual/365 (Fixed) or Actual/365 (Sterling) or Actual/360 or 30/360 or 30_E/360 or *Other*]
	xiii.	Record Date:	[ ] *(Registered Notes only)*
	xiv.	Post-issuance information:	[The Issuer intends to/does not intend to publish post-issuance information] [*If post-issuance information is to be published, need to specify what information will be reported and where such information can be obtained*]
22.	**Dual Currency Note Provisions**		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	i.	Rate of Exchange/method of calculating Rate of Exchange:	[*give or annex details*]
	ii.	Calculation Agent, if any, responsible for calculating the principal and/or interest due:	[ ]
	iii.	Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:	[ ]
	iv.	Person at whose option Specified Currency(ies) is/are payable:	[ ]
	v.	Interest Payment Dates:	[ ]
	vi.	First Interest Payment Date:	[ ]
	vii.	Record Date:	[ ] *(Registered Notes only)*

PROVISIONS RELATING TO REDEMPTION

23.	**Call Option**		[Applicable/Not Applicable] [*refer to relevant Condition*] *(If not applicable, delete the remaining sub paragraphs of this paragraph)*
	i.	Optional Redemption Date(s):	[ ] / [Any date from and including [date] to but excluding [*date*]]
	ii.	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[ ] per Calculation Amount
	iii.	Early redemption as a result of a Withholding Tax Event:	[Not Applicable/The provisions in Condition [6(b)] apply]
	iv.	Early redemption as a result of a Tax Event:	[Not Applicable/The provisions in Condition [6(c)] apply]
	v.	Early Redemption as a result of an MREL Disqualification Event:	[Not Applicable/The provisions in Condition 6(d) apply.]

	vi.	MREL Disqualification Event Effective Date:	[ ]/[The Issue Date]/[Not Applicable]
	vii.	Early redemption as a result of a Capital Event:	[Not Applicable/The provisions in Condition [6(e)] apply]
	viii.	Restriction on early redemption if the Outstanding Principal Amount of an Additional Tier 1 Write-Down Note is less than its Original Principal Amount:	[Applicable [only to optional redemption pursuant to Condition [6(f)]]/Not Applicable]
	ix.	Early Redemption Amount(s) per Calculation Amount payable on redemption following a Withholding Tax Event, a Tax Event, a Capital Event or an enforcement event or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):	[ ]
	x.	If redeemable in part[4]	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(1)	Minimum Redemption Amount:	[ ] per Calculation Amount
	(2)	Maximum Redemption Amount:	[ ] per Calculation Amount
	xi.	Notice period (if other than as set out in the Conditions):	[ ] [*N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent*]
24.	**Put Option[5]**		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	i.	Optional Redemption Date(s):	[ ] / [Any date from and including [date] to but excluding [*date*]]
	ii.	Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[ ] per Calculation Amount

(4) Only applicable to Unrestricted Senior Preferred Notes.

	iii. Notice period (if other than as set out in the Conditions):	[ ] [*N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent*]
25.	**Dated Subordinated Notes**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	Capital Event:	[*Please insert a definition here if different to the definition contained in the Conditions*]
	Conditions to Redemption:	[*Please insert a definition here if different to the definition contained in the Conditions*]
	Substitution and Variation:	[Condition 18 [Applicable/Not Applicable/*give details*]]
26.	**Additional Tier 1 Write-Down Notes**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	Reinstatement:	[Applicable/Not Applicable]
	Trigger Event:	[Combined Trigger Event/Group Trigger Event]/[*Please insert a definition here if different to the definition contained in the Conditions*]
	Trigger Level:	[ ]
	Capital Event:	[*Please insert a definition here if different to the definition contained in the Conditions*]
	Distributable Items:	[*Please insert a definition here if different to the definition contained in the Conditions*]
	Maximum Reinstatement Amount:	[*Please insert a definition here if different to the definition contained in the Conditions*]
	Conditions to Redemption:	[*Please insert a definition here if different to the definition contained in the Conditions*]
	Substitution and Variation:	[Condition 18 [Applicable/Not Applicable/*give details*]]
	Interest Cancellation where no redemption for a Capital Event:	[Condition 5(7) [Applicable/Not Applicable]]

(5) Only applicable to Unrestricted Senior Preferred Notes.

27.	**Senior Non-Preferred Notes**	[Applicable/Not Applicable]
	Substitution and Variation:	[Condition 18 [Applicable/Not Applicable/*give details*]]
28.	**Senior Preferred Notes**	[Applicable/Not Applicable]
	Unrestricted Enforcement Events:	[Applicable/Not Applicable] *("Not Applicable" should be selected for all Notes unless specific approval has been provided otherwise)*
29.	**Partly Paid Notes**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	Details relating to Partly Paid Notes: amount of such payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:	[Not Applicable/*give details*]
30.	**Instalment Notes**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:	[Not Applicable/*give details*]
31.	**Clean-up Call Option**	Applicable / Not Applicable (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Notice period:	[ ]
	(ii) Optional Redemption Amount (Clean-up Call):	[ ] [per Calculation Amount]
	(iii) Clean-up Call Threshold	[ ] / As per Conditions
32.	**Final Redemption Amount**	[*Insert Calculation Amount if redemption at par/Other*] per Calculation Amount
	In cases where the Final Redemption Amount is Index-Linked or other variable-linked:	
	i. Index/Formula/variable:	[*give or annex details*]
	ii. Calculation Agent responsible for determining the Final Redemption Amount:	[ ]

iii.	Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:	[ ]
iv.	Determination Date(s):	[ ]
v.	Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[ ]
vi.	Payment Date:	[ ]
vii.	Minimum Final Redemption Amount:	[ ] per Calculation Amount
viii.	Maximum Final Redemption Amount:	[ ] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

33.	**Form of Notes:**	[Bearer Notes:] [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [ ] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note.] [Temporary Global Note exchangeable for Definitive Notes on [ ] days' notice.] [Permanent Global Note exchangeable for Definitive Notes on [ ] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note.] *(Ensure that this is consistent with the wording in the "Forms of the Notes" section in the Programme Document and the Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]". Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes)* [Registered Notes:] [Regulation S Global Registered Note] [and/or] [Rule 144A Global Registered Note]

34.	i.	Relevant Financial Centre:	[ ]
	ii.	Additional cities for the purposes of the definition of Relevant Financial Centre or other special provisions relating to payment dates:	[Not Applicable/*give details. Note that this item relates to the place of payment, and not interest period end dates.*]
35.		Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No. *If yes, give details.*]
36.		Substitution and variation provisions:	[Not Applicable/The provisions [in Condition 18] [annexed to this Pricing Supplement] apply].
37.		Details of Exchange Agent (if any) and manner in which conversion of the Specified Currency into U.S. dollars is to take place:	[ ]
38.	i.	Registered Holder:	[ ]
	ii.	Registered Address:	[ ]
39.		Other terms:	[Not Applicable/*give details*] *(When adding any other terms consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Programme Document)*

DISTRIBUTION

40.	i.	If syndicated, names [and addresses] of Dealers [and underwriting commitments]:	[Not Applicable/*give names, addresses and underwriting commitments*] *(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Arrangers)*
	ii.	Arranger:	[Not Applicable/*give names, addresses and underwriting commitments*]
	iii.	[Date of Subscription Agreement:]	[ ]
	iv.	Stabilising Manager(s) (if any):	[Not Applicable/*give name*]
41.		If non-syndicated, name [and address] of Dealer:	[Not Applicable/*give name and address*]
[42.		[Total commission and concession:]	[[ ] per cent of the Aggregate Nominal Amount]]
43.		Additional selling restrictions:	[Not Applicable/*give details and address*]
44.		U.S. Selling Restrictions:	[Not Applicable/*give details*]

45.	Dealers acting as:	[Agent/Principal] *(if as Principal, state whether (i) the Notes are offered at varying prices relating to prevailing market prices at the time of resale or (ii) the Notes are being offered at a fixed initial offering price of [ ] per cent of the principal amount; if as Agent, state that the Notes are being offered at a fixed initial offering price of [ ] per cent of the principal amount)*

[**PURPOSE OF PRICING SUPPLEMENT**

46. This Pricing Supplement comprises the pricing supplement required for issue [and] [admission to trading on [specify relevant market] of the Notes described herein] pursuant to the U.S.$25,000,000,000 Global Medium-Term Programme of Nordea Bank Abp.]

RESPONSIBILITY

47. The Issuer accepts responsibility for the information contained in this Pricing Supplement. [[*(Relevant third-party information)*] has been extracted from [*(specify source)*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [*(specify source)*], no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of Nordea Bank Abp:

By:	.....	By:	.....
	Duly authorised		Duly authorised
Date:	.....	Date:	.....

PART B – OTHER INFORMATION

1. [**LISTING**

Listing and Admission to Trading:	[Application [has been] made to Euronext Dublin for the Notes to be admitted to the Official List and trading on the Global Exchange Market which is the exchange-regulated market of Euronext Dublin.]/other (*specify*)/[None]]
	[(*Where documenting a fungible issue need to indicate that original securities are already admitted to trading*.)]

2. [**RATINGS**

Ratings:	[The following ratings reflect the ratings allocated to Notes of the type being issued under the Issuer's U.S.$25,000,000,000 Global Medium-Term Note Programme generally.
	[Standard & Poor's: [ ]]
	[Moody's: [ ]]
	[Fitch: [ ]]]
	[The Notes being issued have not been rated.]/[Notes being issued [have been/are expected to be] rated [*insert rating*] by [*insert credit rating agency legal name*].]
	Option 1 - CRA established in the EEA and registered under the EU CRA Regulation and details of whether rating is endorsed by a credit rating agency established and registered in the UK or certified under the UK CRA Regulation
	[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**"). [[*Insert legal name of particular credit rating agency entity providing rating*] appears on the latest update of the list of registered credit rating agencies (as of [*insert date of most recent list*]) on the ESMA website *www.esma.europa.eu*.]. [The rating [*Insert legal name of particular credit rating agency entity providing rating*] has given to the Notes is endorsed by [*insert legal name of credit rating agency*], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[*Insert legal name of particular credit rating agency entity providing rating*] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").]/ [[*Insert legal name of particular credit rating agency entity providing rating*] has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

Option 2 - CRA established in the EEA, not registered under the EU CRA Regulation but has applied for registration and details of whether rating is endorsed by a credit rating agency established and registered in the UK or certified under the UK CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and has applied for registration under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**"), although notification of the corresponding registration decision has not yet been provided by the [*relevant competent authority*] /[European Securities and Markets Authority]. [[*Insert legal name of particular credit rating agency entity providing rating*] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on the ESMA website *www.esma.europa.eu*.]. [The rating [*Insert legal name of particular credit rating agency entity providing rating*] has given to the Notes is endorsed by [*insert legal name of credit rating agency*], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[*Insert legal name of particular credit rating agency entity providing rating*] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").]/ [[Insert legal name of particular credit rating agency entity providing rating] has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

Option 3 - CRA established in the EEA, not registered under the EU CRA Regulation and not applied for registration and details of whether rating is endorsed by a credit rating agency established and registered in the UK or certified under the UK CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and is neither registered nor has it applied for registration under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**"). [[*Insert legal name of particular credit rating agency entity providing rating*] appears on the latest update of the list of registered credit rating agencies (as of [*insert date of most recent list*]) on the ESMA website *www.esma.europa.eu*.]. [The rating [*Insert legal name of particular credit rating agency entity providing rating*] has given to the Notes is endorsed by [insert legal name of credit rating agency], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[*Insert legal name of particular credit rating agency entity providing rating*] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").]/ [[*Insert legal name of particular credit rating agency entity providing rating*] has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United

Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

Option 4 - CRA established in the UK and registered under the UK CRA Regulation and details of whether rating is endorsed by a credit rating agency established and registered in the EEA or certified under the EU CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**"). [[*Insert legal name of particular credit rating agency entity providing rating*] appears on the latest update of the list of registered credit rating agencies (as of [*insert date of most recent list*]) on [FCA].] [The rating [*Insert legal name of particular credit rating agency entity providing rating*] has given to the Notes to be issued under the Programme is endorsed by [*insert legal name of credit rating agency*], which is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**").] [[*Insert legal name of particular credit rating agency entity providing rating*] has been certified under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**").] [[*Insert legal name of particular credit rating agency entity providing rating*] has not been certified under Regulation (EU) No 1060/2009, as amended (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the EEA and registered under the EU CRA Regulation.]

Option 5 - CRA not established in the EEA or the UK but relevant rating is endorsed by a CRA which is established and registered under the EU CRA Regulation AND/OR under the UK CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA or the UK but the rating it has given to the Notes to be issued under the Programme is endorsed by [[*insert legal name of credit rating agency*], which is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**")] [and] [[*insert legal name of credit rating agency*], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**")].

Option 6 - CRA not established in the EEA or the UK and relevant rating is not endorsed under the EU CRA Regulation or the UK CRA Regulation but CRA is certified under the EU CRA Regulation AND/OR under the UK CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA or the UK but is certified under [Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**")][and][Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**")].

Option 7 - CRA neither established in the EEA or the UK nor certified under the EU CRA Regulation or the UK CRA Regulation and relevant rating is not endorsed under the EU CRA Regulation or the UK CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA or the UK and is not certified under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**") or Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in either the EEA and registered under the EU CRA Regulation or in the UK and registered under the UK CRA Regulation.]

3. [**INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER**

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by inclusion of the following statement:

"Save as discussed in "*Plan of Distribution*", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer".]

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

[(i)	Reasons for the offer:	[ ] (*See "Use of Proceeds" wording in the Programme Document – if reasons for offer different from making profit and or hedging certain risks will need to include those reasons here / specify use of proceeds in respect of any Green Notes or SLL Notes* [ ])]
[(ii)]	Estimated net proceeds:	[ ]
[(iii)]	Estimated total expenses [related to admission to trading on the Global Exchange Market]:	[ ] [*Include breakdown of expenses*]]

5. [***Fixed Rate Notes / Reset Notes only* - YIELD**

Indication of yield: [ ]

Calculated as [*include method of calculation in summary form*] on the Issue Date.

[As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]][(1)]

6. [***Floating Rate Notes only* - HISTORIC INTEREST RATES**

Details of historic [EURIBOR/SONIA/SOFR/TONA/other] rates can be obtained from [Reuters].]

(1) Complete section only if applicable. Otherwise delete and re-number sections accordingly.

7. [***Index-Linked or other variable-linked Notes only*** **– PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**

[*Need to include details of the exercise price or final reference price of the underlying (if available or not included in any index or formula for calculating the coupon or redemption of a Note), where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.* [*Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information*.]]]

8. [***Dual Currency Notes only*** **– PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

Include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

9. **OPERATIONAL INFORMATION**

i. Clearing System(s):	[DTC/Euroclear/Clearstream, Luxembourg]
ii. ISIN Code:	[ ]
iii. CUSIP:	[ ]
iv. Common Code:	[ ]
v. Issuer Legal Entity Identifier Code:	[ ]
vi. Any clearing system(s) other than DTC/Euroclear/Clearstream, Luxembourg and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
vii. Delivery:	Delivery [against/free of] payment
viii. Name(s) and address(es) of initial Paying Agents(s):	[Citibank, N.A., London Branch]
ix. Name and address of Registrar:	[ ]
x. Name(s) and address(es) of additional Paying Agents(s) (if any):	[ ]
xi. Notices:	[*Insert any other details if different from those set out in the Conditions*]
xi. Relevant Benchmark[s]:	[[[*specify benchmark*] is provided by [*administrator legal name*]][*repeat as necessary*]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]][*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of Regulation (EU) 2016/1011]/[As far as the Issuer is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of Regulation (EU) 2016/1011]/ [As far as the Issuer is aware, the transitional provisions in Article 51 of Regulation (EU) 2016/1011, as amended, apply, such that [*name of administrator*] is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence)]/ [Not Applicable]

FORM OF PRICING SUPPLEMENT FOR THE ADDITIONAL TIER 1 CONVERSION NOTES

Set out below is the form of Pricing Supplement which will be completed for each tranche of a Series of Additional Tier 1 Conversion Notes issued under the Programme. See also "Incorporation by Reference".

EU MiFID II product governance / Professional investors and eligible counterparties only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Additional Tier 1 Conversion Notes has led to the conclusion that: (i) the target market for the Additional Tier 1 Conversion Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**EU MiFID II**"); and (ii) all channels for distribution of the Additional Tier 1 Conversion Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Additional Tier 1 Conversion Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Additional Tier 1 Conversion Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.

[**UK MiFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Additional Tier 1 Conversion Notes has led to the conclusion that: (i) the target market for the Additional Tier 1 Conversion Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Additional Tier 1 Conversion Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any distributor should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Additional Tier 1 Conversion Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Additional Tier 1 Conversion Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended the "**EU PRIIPs Regulation**") for offering or selling the Additional Tier 1 Conversion Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Additional Tier 1 Conversion Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Additional Tier 1 Conversion Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"). Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Additional Tier 1 Conversion Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Additional Tier 1 Conversion Notes or otherwise making them available to any retail investor in the UK may be unlawful under the DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

[In addition to the above, pursuant to the United Kingdom ("**UK**") Financial Conduct Authority Conduct of Business Sourcebook ("**COBS**") the Additional Tier 1 Conversion Notes are not intended to be offered, sold, distributed or otherwise made available and should not be offered, sold, distributed or otherwise made available in the UK to retail clients as defined in COBS 3.4. Further restrictions also apply – prospective investors are referred to pages (iii)–(v) of the Programme Document (as defined below) for further information.]

[**Singapore Securities and Futures Act Product Classification** – Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Additional Tier 1 Conversion Notes are ["prescribed capital markets products"]/["capital markets products other than prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).]

[Date]

NORDEA BANK ABP

Issue of
[Aggregate Nominal Amount of Series]
[Title of the Notes]
Issued under the
U.S.$25,000,000,000 Global Medium-Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Additional Tier 1 Conversion Notes (the "**Conditions**") set forth in the programme document dated 12 May 2026 [and the supplement[s] to the programme document dated [*insert date[s]*]] ([together,] the "**Programme Document**"). This document constitutes the Pricing Supplement for the Additional Tier 1 Conversion Notes described herein and must be read in conjunction with such Programme Document [as so supplemented].

Full information on the Issuer and the offer of the Additional Tier 1 Conversion Notes is only available on the basis of the combination of this Pricing Supplement and the Programme Document [as so supplemented]. [The Programme Document [and supplement[s] to the Programme Document] [is] [are] available for viewing during usual business hours at the head office of the Issuer at Satamaradankatu (Sw: *Hamnbanegatan*) 5, FI-00020 Nordea, Helsinki, Finland and at the office of the Issuer's Swedish branch at Smålandsgatan 17, SE-105 71 Stockholm, Sweden].

Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Pricing Supplement.

1.	Issuer:	Nordea Bank Abp
	[i.] Series Number:	[ ]
	[ii.] Tranche Number:	[ ]
		(If fungible with an existing Series, details of that Series, including the date on which the Additional Tier 1 Conversion Notes become fungible)
2.	i. Specified Currency or Currencies:	[ ]
	ii. Include payment in U.S. dollars or Specified Currency:	[ ]
3.	Aggregate Nominal Amount:	
	i. Series:	[ ]
	ii. Tranche:	[ ]
4.	i. Issue Price:	[ ] per cent of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] if applicable]
	[ii. Net Proceeds:	[ ]]
5.	i. Specified Denominations:	[ ]
		[No Additional Tier 1 Conversion Notes may be issued which have a minimum denomination of less than U.S.$200,000 (but so that in no event will the minimum denomination be lower than €100,000 or its equivalent at the date of issue of the relevant Additional Tier 1 Conversion Notes) and integral multiples of U.S.$1,000]
	ii. Calculation Amount:	[ ]
		[*If there is more than one Specified Denomination, insert the highest common factor of those Specified Denominations (note: there must be a common factor of two or more Specified Denominations)*.]

6.	[i. Issue Date [and Interest Commencement Date]:	[ ]]
	[ii. Interest Commencement Date (if different from the Issue Date):	[ ]]
7.	Maturity Date:	Not applicable. The Additional Tier 1 Conversion Notes shall be perpetual and shall have no final maturity.
8.	Form of Notes:	[Registered/Bearer]
9.	Type of Notes:	[Fixed-Rate/Floating-Rate/Reset/ Index-Linked/Dual Currency/other] and [Rule 144A/Regulation S]
10.	Interest Basis:	[[ ] per cent Fixed Rate] [*specify reference rate*] ± [ ] per cent [Floating Rate] [Reset Notes] [Index-Linked Interest] [*Other (specify)*] (further particulars specified below)
11.	Redemption/Payment Basis:	[Redemption at par] [Index-Linked Redemption] [Dual Currency] [*Other (specify)*]
12.	Change of Interest or Redemption/ Payment Basis:	[*Specify details of any provision for convertibility of the Additional Tier 1 Conversion Notes into another interest or redemption/payment basis*]
13.	Call Options:	[Issuer Call]
14.	(i) Status of the Notes:	Additional Tier 1 Conversion Notes
	(ii) Acknowledgement of Bail-in Powers:	[Condition 20 is applicable/not applicable]
15.	Method of distribution:	[Syndicated/Non-syndicated]
16.	Original Issue Discount:	[ ]
	i. Total Amount of OID:	[ ]
	[ii. Yield to Maturity:]	[ ]
	iii. Interest Accrued Period:	[ ]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17.	**Fixed Rate Note Provisions**	[Applicable [from [ ] to [ ]] /Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	i. Rate[(s)] of Interest:	[ ] per cent per annum [payable [annually/semi-annually/quarterly/monthly/ other *(specify)*] in arrear]
	ii. Interest Payment Date(s):	[ ] in each year [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"*]/not adjusted]
	iii. First Interest Payment Date:	[ ]
	iv. Fixed Coupon Amount[(s)]:	[ ] per Calculation Amount

	v. Broken Amount(s):	[*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]*]
	vi. Day Count Fraction:	[Actual/365 or Actual/Actual (ISDA) or Actual/365 (Fixed) or Actual/365 (Sterling) or Actual/360 or 30/360 or 30E/360 or *Other*] (NB: Actual/Actual (ICMA) is normally only appropriate for Fixed Rate Notes denominated in euro)
	vii. Determination Date(s):	[ ] in each year [*Insert regular interest payment dates, ignoring issue date in the case of a long and short first coupon*] (*NB: This will need to be amended in the case of regular interest payment dates which are not of equal duration*). (*NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA)*).
	viii. Record Date:	[ ] *(Registered Notes only)*
	ix. Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable/*give details*]
18.	**Floating Rate Note Provisions**	[Applicable [from [ ] to [ ]] /Not Applicable]
	i. Specified Period(s)/Specified Interest Payment Dates:	[ ] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	ii. First Interest Payment Date:	[ ]
	iii. Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
	iv. Any relevant modification to the definition of Business Day for the purposes of Condition 1:	[ ]
	v. Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/other (*give details*)]
	vi. Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Agent):	[ ]
	vii. Screen Rate Determination:	[ ]
	(Insert if Index Determination applicable)	
	- Index Determination:	[Applicable / Not Applicable]
	- SONIA Compounded Index:	[Applicable / Not Applicable]
	- SOFR Compounded Index:	[Applicable / Not Applicable]
	- Numerator:	[ ] / [As per Conditions]
	- Relevant Decimal Place:	[ ] / [As per Conditions]
	- Relevant Number:	[ ] / [[5, as per Conditions] / [2, as per Conditions] (*unless otherwise specified in the Pricing Supplement, the Relevant Number shall be 5 in*

case of SONIA Compounded Index and 2 in case of SOFR Compounded Index)]

- Interest Determination Date(s): [ ] / [The day falling the Relevant Number of Index Days prior to the relevant Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which, by its definition or the operation of the relevant provisions, is excluded from the relevant Interest Period)]

(Insert if Index Determination not applicable)

- Compounded SOFR: [Compounded SOFR with Lookback / Compounded SOFR with Observation Period Shift / Not Applicable]

- Reference Rate: [ ]

- Interest Determination Date(s): [ ]

- Relevant Screen Page: [ ]

- Relevant Time: [ ]

- Compounded Daily SONIA: [SONIA with Observation Period Shift / SONIA with Lookback / Not Applicable]

- Compounded Daily TONA: [Compounded TONA with Lookback / Compounded TONA with Observation Period Shift / Not Applicable]

viii. Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation] *(specify for each short or long interest period)*

ix. Determination Agent: [[ ]/Not Applicable]

x. Margin(s): [±][ ] per cent per annum

xi. Observation Look-back Period: [[ ]/Not Applicable]

xii. "p": [[ ] U.S. Government Securities Business Days/[ ] Tokyo Banking Days/Not Applicable]

xiii. Minimum Rate of Interest: [[ ] per cent per annum/Not Applicable]

xiv. Maximum Rate of Interest: [[ ] per cent per annum/Not Applicable]

xv. Day Count Fraction: [Actual/365 or Actual/Actual (ISDA) or Actual/365 (Fixed) or Actual/365 (Sterling) or Actual/360 or 30/360 or 30E/360 or *Other*]

xvi. Interest Reset Dates: [ ]

xvii. Record Date: [ ] *(Registered Notes only)*

xviii. Fallback provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [ ]

	xix. Benchmark Replacement Fallback:	[Condition 5(8)(*Benchmark Replacement – Independent Adviser*) is applicable] / [Condition 5(9)(*Benchmark Replacement – ARRC*) is applicable. / Condition 5(10)(*Additional Provisions Relating to TONA*) is applicable.] [(1)]
19.	**Reset Note Provisions**	[Applicable/Not Applicable]
		(If not applicable, delete the remaining sub-paragraphs of this paragraph)
	i. Initial Rate of Interest:	[ ] per cent per annum payable in arrear [on each Interest Payment Date]
	ii. First Reset Margin:	[±] [ ] per cent per annum
	iii. Subsequent Reset Margin:	[[±][ ] per cent per annum] [Not Applicable]
	iv. Interest Payment Date(s):	[ ] [and [ ]] in each year up to and including the date of any final redemption [[in each case,] subject to adjustment in accordance with paragraph 19(xxv)]
	v. First Interest Payment Date:	[ ]
	vi. Fixed Coupon Amount up to (but excluding) the First Reset Date:	[[ ] per Calculation Amount][Not Applicable]
	vii. Broken Amount(s):	[[ ] per Calculation Amount payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]
	viii. First Reset Date:	[ ] [subject to adjustment in accordance with paragraph 19(xxv)]
	ix. Second Reset Date:	[ ]/[Not Applicable][subject to adjustment in accordance with paragraph 19(xxv)]
	x. Subsequent Reset Date(s):	[ ] [and [ ]] [subject to adjustment in accordance with paragraph 19(xxv)]
	xi. Relevant Screen Page:	[ ]
	xii. Reset Reference Rate:	[Reference Bond Rate/Mid-Swap Rate/CMT Rate/Not Applicable]
	xiii. Reset Reference Bond:	[Reset United States Treasury Security]/[Benchmark Security]/[*specify relevant security*]/[Not Applicable]
	xiv. Mid-Swap Rate:	[Single Mid-Swap Rate/Mean Mid-Swap Rate/Not Applicable]
	xv. Mid-Swap Maturity:	[ ]
	xvi. Reference Banks:	[ ]
	xvii. Reset Reference Rate Conversion:	[Applicable/Not Applicable]
	xviii. Original Reset Reference Rate Basis:	[ ]/[Not Applicable]
	xix. Day Count Fraction:	[Actual/365 or Actual/Actual (ISDA) or Actual/365 (Fixed) or Actual/365 (Sterling) or Actual/360 or 30/360 or 30E/360 or *Other*]
	xx. Reset Determination Dates:	[ ] in each year
	xxi. Reset Determination Time:	[ ]
	xxii. Relevant Time:	[ ]
	xxiii. Fallback Relevant Time:	[ ]/[Not Applicable]

(1) If the Reference Rate is SOFR, Condition 5(9) (*Benchmark Replacement – ARRC*) should be selected as applicable

	xxiv. First Reset Period Fallback Yield:	[ ]/[Not Applicable]
	xxv. Business Day Convention:	[Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Not Applicable/other *(give details)*]
	xxvi. Relevant Financial Centre:	[ ]
	xxvii. Determination Agent:	[ ]
	xxviii. Mid-Swap Floating Leg Benchmark Rate:	[ ]
	xxix. Record Date:	[ ] *(Registered Notes only)*
	xxx. Other terms relating to Reset Notes:	[Not Applicable/*give details*]
	xxxi. Benchmark Replacement Fallback:	[Condition 5(8)(*Benchmark Replacement – Independent Adviser*) is applicable] / [Condition 5(9)(*Benchmark Replacement - ARRC*) is applicable.][(2)]
20.	**Zero Coupon Note Provision**	Not Applicable
21.	**Index-Linked Note/other variable-linked interest Note Provisions**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	Index/Formula/other variable:	[*give or annex details*]
	i. Calculation Agent responsible for calculating the principal or interest due:	[ ]
	ii. Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable is impossible or impracticable:	[*Need to include a description of market disruption or settlement disruption events and adjustment provisions*]
	iii. Determination Dates:	[ ]
	iv. Provisions for determining Rate of Interest and Interest Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[ ]
	v. First Interest Payment Date:	[ ]
	vi. Interest or calculation period(s):	[ ]
	vii. [Specified Period(s)/Specified Interest Payment Date(s)]:	[ ]

(2) If the Mid-Swap Floating Leg Benchmark Rate is SOFR, Condition 5(9) (*Benchmark Replacement – ARRC*) should be selected as applicable.

	viii. Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
	ix. Any relevant modification to the definition of Business Day for the purposes of Condition 1:	[ ]
	x. Minimum Rate/Amount of Interest:	[ ] per cent per annum/[ ]
	xi. Maximum Rate/Amount of Interest:	[ ] per cent per annum/[ ]
	xii. Day Count Fraction:	[Actual/365 or Actual/Actual (ISDA) or Actual/365 (Fixed) or Actual/365 (Sterling) or Actual/360 or 30/360 or 30E/360 or *Other*]
	xiii. Record Date:	[ ] *(Registered Notes only)*
	xiv. Post-issuance information:	[The Issuer intends to/does not intend to publish post-issuance information] [*If post-issuance information is to be published, need to specify what information will be reported and where such information can be obtained*]
22.	**Dual Currency Note Provisions**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	i. Rate of Exchange/method of calculating Rate of Exchange:	[*give or annex details*]
	ii. Calculation Agent, if any, responsible for calculating the principal and/or interest due:	[ ]
	iii. Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:	[ ]
	iv. Person at whose option Specified Currency(ies) is/are payable:	[ ]
	v. Interest Payment Dates:	[ ]
	vi. First Interest Payment Date:	[ ]
	vii. Record Date:	[ ] *(Registered Notes only)*

PROVISIONS RELATING TO REDEMPTION

23.	**Call Option**	[Applicable/Not Applicable] [*refer to relevant Condition*] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	i. Optional Redemption Date(s):	[ ] / [Any date from and including [date] to but excluding [*date*]]
	ii. Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[Redemption at par]
	iii. Early redemption as a result of a Withholding Tax Event:	[Not Applicable/The provisions in Condition [6(b)] apply]

	iv. Early redemption as a result of a Tax Event:	[Not Applicable/The provisions in Condition [6(c)] apply]
	v. Early redemption as a result of a Capital Event:	[Not Applicable/The provisions in Condition [6(d)] apply]
	vi. Early Redemption Amount(s) per Calculation Amount payable on redemption following a Withholding Tax Event, a Tax Event, a Capital Event or an enforcement event or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):	[ ]
	vii. Notice period (if other than as set out in the Conditions):	[ ] [*N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent*]
24.	**Additional Tier 1 Conversion Notes**	Applicable
	Trigger Event:	[Combined Trigger Event/Group Trigger Event]/[*Please insert a definition here if different to the definition contained in the Conditions*]
	Trigger Level:	[ ]
	Capital Event:	[*Please insert a definition here if different to the definition contained in the Conditions*]
	Distributable Items:	[*Please insert a definition here if different to the definition contained in the Conditions*]
	Conditions to Redemption:	[*Please insert a definition here if different to the definition contained in the Conditions*]
	Floor Price and maximum number of shares to be issued upon conversion at the initial Floor Price:	[ ]
	Allocation of Conversion Price:	[Share capital/Other equity]
25.	**Partly Paid Notes**	Not Applicable
26.	**Instalment Notes**	Not Applicable
27.	**Clean-up Call Option**	Applicable / Not Applicable (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Notice period:	[ ]
	(ii) Optional Redemption Amount (Clean-up Call):	[ ] [per Calculation Amount]
	(iii) Clean-up Call Threshold:	[ ] / [As per Conditions]
28.	**Final Redemption Amount**	Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE ADDITIONAL TIER 1 CONVERSION NOTES

29.	Form of Notes:	[Bearer Notes:] [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [ ] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note.] [Temporary Global Note exchangeable for Definitive Notes on [ ] days' notice.] [Permanent Global Note exchangeable for Definitive Notes on [ ] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note.] *(Ensure that this is consistent with the wording in the "Forms of the Notes" section in the Programme Document and the Additional Tier 1 Conversion Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Additional Tier 1 Conversion Notes in paragraph 6 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]". Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Additional Tier 1 Conversion Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes)* [Registered Notes:] [Regulation S Global Registered Note] [and/or] [Rule 144A Global Registered Note]
30.	i. Relevant Financial Centre:	[ ]
	ii. Additional cities for the purposes of the definition of Relevant Financial Centre or other special provisions relating to payment dates:	[Not Applicable/*give details. Note that this item relates to the place of payment, and not interest period end dates.*]
31.	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No. *If yes, give details.]*
32.	Substitution and variation provisions:	[Not Applicable/The provisions [in Condition 18][annexed to this Pricing Supplement] apply.]
33.	Details of Exchange Agent (if any) and manner in which conversion of the Specified Currency into U.S. dollars is to take place:	[ ]
34.	i. Registered Holder:	[ ]
	ii. Registered Address:	[ ]
35.	Other terms:	[Not Applicable/*give details*] (*When adding any other terms consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Programme Document*)

DISTRIBUTION

36.	i. If syndicated, names [and addresses] of Dealers [and underwriting commitments]:	[Not Applicable/*give names, addresses and underwriting commitments*] (*Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Arrangers*)
	ii. Arranger:	[Not Applicable/*give names, addresses and underwriting commitments*]
	iii. [Date of Subscription Agreement:]	[ ]
	iv. Stabilising Manager(s) (if any):	[Not Applicable/*give name*]
37.	If non-syndicated, name [and address] of Dealer:	[Not Applicable/*give name and address*]
[38.	[Total commission and concession:]	[[ ] per cent of the Aggregate Nominal Amount]]
39.	Additional selling restrictions:	[Not Applicable/*give details and address*]
40.	U.S. Selling Restrictions:	[Not Applicable/*give details*]
41.	Dealers acting as:	[Agent/Principal] (*if as Principal, state whether (i) the Additional Tier 1 Conversion Notes are offered at varying prices relating to prevailing market prices at the time of resale or (ii) the Additional Tier 1 Conversion Notes are being offered at a fixed initial offering price of [ ]* per cent *of the principal amount; if as Agent, state that the Additional Tier 1 Conversion Notes are being offered at a fixed initial offering price of [ ]* per cent *of the principal amount*)

[**PURPOSE OF PRICING SUPPLEMENT**

42. This Pricing Supplement comprises the pricing supplement required for issue [and] [admission to trading on [*specify relevant market*] of the Additional Tier 1 Conversion Notes described herein] pursuant to the U.S.$25,000,000,000 Global Medium-Term Programme of Nordea Bank Abp.]

RESPONSIBILITY

43. The Issuer accepts responsibility for the information contained in this Pricing Supplement. [[*(Relevant third-party information)*] has been extracted from [*(specify source)*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [*(specify source)*], no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of Nordea Bank Abp:

By:	.....	By:	.....
	Duly authorised		Duly authorised
Date:	.....	Date:	.....

PART B – OTHER INFORMATION

1. [**LISTING**

Listing and Admission to Trading: [Application [has been made] to Euronext Dublin for the Additional Tier 1 Conversion Notes to be admitted to the Official List and trading on the Global Exchange Market which is the exchange-regulated market of Euronext Dublin.]/other (*specify*)/[None]

[(*Where documenting a fungible issue need to indicate that original securities are already admitted to trading*.)]]

2. [**RATINGS**

Ratings: [The following ratings reflect the ratings allocated to Notes of the type being issued under the Issuer's U.S.$25,000,000,000 Global Medium-Term Note Programme generally.

[Standard & Poor's: [ ]]

[Moody's: [ ]]

[Fitch: [ ]]]

[The Additional Tier 1 Conversion Notes being issued have not been rated.]/[Additional Tier 1 Conversion Notes being issued [have been/are expected to be] rated [*insert rating*] by [*insert credit rating agency legal name*].]]

Option 1 - CRA established in the EEA and registered under the EU CRA Regulation and details of whether rating is endorsed by a credit rating agency established and registered in the UK or certified under the UK CRA Regulation

[*Insert legal name of particular credit rating agency entity providing ratin*g] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**"). [[*Insert legal name of particular credit rating agency entity providing rating*] appears on the latest update of the list of registered credit rating agencies (as of [*insert date of most recent list*]) on the ESMA website *www.esma.europa.eu*.]. [The rating [*Insert legal name of particular credit rating agency entity providing rating*] has given to the Additional Tier 1 Conversion Notes is endorsed by [*insert legal name of credit rating agency*], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[*Insert legal name of particular credit rating agency entity providing rating*] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").]/ [[*Insert legal name of particular credit rating agency entity providing rating*] has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Additional Tier 1 Conversion Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

Option 2 - CRA established in the EEA, not registered under the EU CRA Regulation but has applied for registration and details of whether rating is endorsed by a credit rating agency

established and registered in the UK or certified under the UK CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and has applied for registration under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**"), although notification of the corresponding registration decision has not yet been provided by the [*relevant competent authority*] /[European Securities and Markets Authority]. [[*Insert legal name of particular credit rating agency entity providing rating*] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on the ESMA website *www.esma.europa.eu*.]. [The rating [*Insert legal name of particular credit rating agency entity providing rating*] has given to the Additional Tier 1 Conversion Notes is endorsed by [*insert legal name of credit rating agency*], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[*Insert legal name of particular credit rating agency entity providing rating*] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").]/ [[*Insert legal name of particular credit rating agency entity providing rating*] has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Additional Tier 1 Conversion Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

Option 3 - CRA established in the EEA, not registered under the EU CRA Regulation and not applied for registration and details of whether rating is endorsed by a credit rating agency established and registered in the UK or certified under the UK CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and is neither registered nor has it applied for registration under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**"). [[*Insert legal name of particular credit rating agency entity providing rating*] appears on the latest update of the list of registered credit rating agencies (as of [*insert date of most recent list*]) on the ESMA website *www.esma.europa.eu*.]. [The rating [*Insert legal name of particular credit rating agency entity providing rating*] has given to the Additional Tier 1 Conversion Notes is endorsed by [*insert legal name of credit rating agency*], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[*Insert legal name of particular credit rating agency entity providing rating*] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").]/ [[*Insert legal name of particular credit rating agency entity providing rating*] has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the

Additional Tier 1 Conversion Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

Option 4 - CRA established in the UK and registered under the UK CRA Regulation and details of whether rating is endorsed by a credit rating agency established and registered in the EEA or certified under the EU CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**"). [[*Insert legal name of particular credit rating agency entity providing rating*] appears on the latest update of the list of registered credit rating agencies (as of [*insert date of most recent list*]) on [FCA].] [The rating [*Insert legal name of particular credit rating agency entity providing rating*] has given to the Additional Tier 1 Conversion Notes to be issued under the Programme is endorsed by [*insert legal name of credit rating agency*], which is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**").] [[*Insert legal name of particular credit rating agency entity providing rating*] has been certified under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**").] [[*Insert legal name of particular credit rating agency entity providing rating*] has not been certified under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**") and the rating it has given to the Additional Tier 1 Conversion Notes is not endorsed by a credit rating agency established in the EEA and registered under the EU CRA Regulation.]

Option 5 - CRA not established in the EEA or the UK but relevant rating is endorsed by a CRA which is established and registered under the EU CRA Regulation AND/OR under the UK CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA or the UK but the rating it has given to the Additional Tier 1 Conversion Notes to be issued under the Programme is endorsed by [[*insert legal name of credit rating agency*], which is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**")] [and] [[*insert legal name of credit rating agency*], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**")].

Option 6 - CRA not established in the EEA or the UK and relevant rating is not endorsed under the EU CRA Regulation or the UK CRA Regulation but CRA is certified under the EU CRA Regulation AND/OR under the UK CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA or the UK but is certified under [Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**")][and][Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**")].

Option 7 - CRA neither established in the EEA or the UK nor certified under the EU CRA Regulation or the UK CRA Regulation and relevant rating is not endorsed under the EU CRA Regulation or the UK CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA or the UK and is not certified under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**") or Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Additional Tier 1 Conversion Notes is not endorsed by a credit rating agency established in either the EEA and registered under the EU CRA Regulation or in the UK and registered under the UK CRA Regulation.

3. [**INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER**

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by inclusion of the following statement:

"Save as discussed in "*Plan of Distribution*", so far as the Issuer is aware, no person involved in the offer of the Additional Tier 1 Conversion Notes has an interest material to the offer".]

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

[(i)	Reasons for the offer:	[ ] (*See "Use of Proceeds" wording in the Programme Document – if reasons for offer different from making profit and or hedging certain risks will need to include those reasons here / specify use of proceeds in respect of any Green Notes or SLL Notes* [ ])]]
[(ii)	Estimated net proceeds:	[ ]]
[(iii)	Estimated total expenses [related to admission to trading on the Global Exchange Market]:	[ ] [*Include breakdown of expenses*]]

5. [***Fixed Rate Notes / Reset Notes only* - YIELD**

Indication of yield: [ ]

Calculated as [*include method of calculation in summary form*] on the Issue Date.

[As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]][(1)]

6. [***Floating Rate Notes only* - HISTORIC INTEREST RATES**

Details of historic [EURIBOR/SONIA/SOFR/TONA/other] rates can be obtained from [Reuters].]

(1) Complete section only if applicable. Otherwise delete and re-number sections accordingly.

7. [***Index-Linked or other variable-linked Notes only*** **– PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**

[*Need to include details of the exercise price or final reference price of the underlying (if available or not included in any index or formula for calculating the coupon or redemption of an Additional Tier 1 Conversion Note), where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information*.]]]

8. [***Dual Currency Notes only*** **– PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

Include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

9. **OPERATIONAL INFORMATION**

i. Clearing System(s):	[DTC/Euroclear/Clearstream, Luxembourg]
ii. ISIN Code:	[ ]
iii. CUSIP:	[ ]
iv. Common Code:	[ ]
v. Issuer Legal Entity Identifier Code:	[ ]
vi. Any clearing system(s) other than DTC/Euroclear/Clearstream, Luxembourg and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
vii. Delivery:	Delivery [against/free of] payment
viii. Name(s) and address(es) of initial Paying Agents(s):	[Citibank, N.A., London Branch]
ix. Name and address of Registrar:	[ ]
x. Name(s) and address(es) of additional Paying Agents(s) (if any):	[ ]
xi. Relevant Benchmark[s]:	[[[*specify benchmark*] is provided by [*administrator legal name*]][*repeat as necessary*]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]][*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of Regulation (EU) 2016/1011]/[As far as the Issuer is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of Regulation (EU) 2016/1011]/ [As far as the Issuer is aware, the transitional provisions in Article 51 of Regulation (EU) 2016/1011, as amended apply, such that [*name of administrator*] is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence)]/ [Not Applicable]

CLEARING AND SETTLEMENT

The following description of the operations and procedures of DTC, Euroclear and Clearstream, Luxembourg is provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them from time to time. The Issuer and the Dealers take no responsibility for these operations and procedures and urge investors to contact the system of their participants directly to discuss these matters.

DTC

DTC has advised the Issuer that DTC is a limited purpose trust company organised under the laws of the State of New York, a member of the Federal Reserve System, a "banking organisation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provision of Section 17A of the Exchange Act. DTC was created to hold securities for its participating organisations (collectively, the "**Participants**") and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book entry changes in the accounts of its Participants. The Participants include securities brokers and dealers (including the agents, banks, trust companies, clearing corporations and certain other organisations). Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a Participant either directly or indirectly (collectively, the "**Indirect Participants**"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participant or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participant and Indirect Participants.

DTC has also advised the Issuer that, pursuant to procedures established by it, (i) upon deposit of Global Registered Notes to be cleared in DTC, DTC will credit the accounts of Participants with portions of the principal amount of the Global Registered Notes and (ii) ownership of such interest in the Global Registered Notes will be shown on, and the transfer of ownership thereof will be affected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interests in the Global Registered Notes).

Investors in the Global Registered Notes may hold their interest therein directly through DTC, if they are Participants in such system, or indirectly through organisations (including Euroclear and Clearstream, Luxembourg) which are Participants in such system. Euroclear and Clearstream, Luxembourg will hold interests in the Regulation S Global Registered Note on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories. All interests in a Global Registered Note, including those held through Euroclear or Clearstream, Luxembourg, may be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream, Luxembourg may also be subject to the procedures and requirements of such systems. The laws of some states in the United States require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Registered Note to such persons will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants and certain banks, the ability of a person having a beneficial interest in a Global Registered Note to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate evidencing such interest.

Except as described below, owners of interests in the Global Registered Notes registered in the name of DTC or its nominee will not be considered the registered owners or "Holders" thereof under the Agency Agreement for any purpose.

Payments in respect of the principal, premium, if any, and interest on a Global Registered Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered Holder under the Agency Agreement. Under the terms of the Agency Agreement, the Issuer will treat the persons in whose names the Registered Notes, including the Global Registered Notes, are registered as the owners thereof for the purpose of receiving such payments and for any and all other purposes whatsoever. Consequently, neither the Issuer, the Fiscal Agent nor any agent of, the Issuer or the Fiscal Agent has or will have any responsibility or liability for (i) any aspect of DTC's records or any Participants' or Indirect Participants' records relating to or payments made on account of beneficial ownership interests in the Global Registered Notes, or for maintaining, supervising or reviewing any of DTC's records or any Participants' or Indirect Participants' records relating to or payments made on account of beneficial ownership interests in the Global Registered Notes or (ii) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants. DTC has advised the Issuer that its current practice, upon receipt of any payment in respect of securities such as the Registered Notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the interest payment date, in amounts proportionate to their respective holdings in the principal amount of the beneficial interests in the relevant security as shown on the records of DTC unless DTC has reason to believe it will not receive payment on such interest payment date. Payments by the Participants and the Indirect Participants to the beneficial owners of Registered Notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC or the Issuer. Neither the Issuer nor the Paying Agents will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the Registered Notes,

and the Issuer and the Paying Agents may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Except for trades involving only Euroclear and Clearstream, Luxembourg participants, interests in the Global Registered Notes are expected to be eligible to trade in DTC's Same Day Funds Settlement System, and secondary market trading activity in such interests will, therefore, settle in immediately available funds, subject in all cases to the rules and procedures of DTC and its Participants.

Subject to the transfer restrictions set forth under "*Transfer Restrictions*", transfers between Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same day funds, and transfers between participants in Euroclear and Clearstream, Luxembourg will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described herein, cross-market transfers between the Participants in DTC, on the one hand, and Euroclear or Clearstream, Luxembourg participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, Luxembourg, as the case may be, by its respective depositary. Such cross-market transactions will, however, require delivery of instructions to Euroclear or Clearstream, Luxembourg, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, Luxembourg, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlements on its behalf by delivering or receiving interests in the relevant Global Registered Note in DTC, and making or receiving payment in accordance with normal procedures for same day funds settlement applicable to DTC. Euroclear participants and Clearstream, Luxembourg participants may not deliver instructions directly to the depositories for Euroclear or Clearstream, Luxembourg.

DTC has advised the Issuer that it will take any action permitted to be taken by a Holder of Registered Notes only at the direction of one or more Participants to whose account DTC has credited the interest in the Global Registered Notes and only in respect of such portion of the aggregate principal amount of the Registered Notes as to which such Participant or Participants has or have given such direction. However, if there is an Enforcement Event under the Registered Notes, DTC reserves the right to exchange the Global Registered Notes for Registered Notes in definitive form, and to distribute such Registered Notes to its Participants (as described below).

Although DTC, Euroclear and Clearstream, Luxembourg have agreed to the foregoing procedures to facilitate transfers of interest in the Global Registered Notes among Participants in DTC, Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or to continue to perform such procedures, and such procedures may be discontinued at any time. Neither the Issuer, the Fiscal Agent nor any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream, Luxembourg or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Registered Notes for Definitive Registered Notes

A Global Registered Note is exchangeable for Definitive Registered Notes if (i) DTC notifies the Issuer that it is unwilling or unable to continue as depositary for the Global Registered Notes or has ceased to be a clearing agency registered under the Exchange Act and, in either case, the Issuer thereupon fails to appoint a successor depositary within 120 days after the date of such notice or; (ii) the Issuer, at its option, notifies the Fiscal Agent and the Paying Agents in writing that it elects to cause the issuance of the Definitive Registered Notes or; (iii) DTC so requests after there shall have occurred and continuing an Enforcement Event with respect to the Registered Notes of such Series. In all cases, Definitive Registered Notes delivered in exchange for any Global Registered Note or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary in accordance with its customary procedures and will bear the restrictive legend referred to in "*Transfer Restrictions*", unless the Issuer determines otherwise in compliance with applicable law.

Exchange of Definitive Registered Notes for Global Registered Notes

Registered Notes issued in definitive form that are "restricted securities" within the meaning of Rule 144 under the Securities Act may not be transferred for beneficial interests in any Global Registered Note unless the transferor first delivers to the Fiscal Agent a written certificate to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such Registered Notes.

Exchange or Transfer of Definitive Registered Notes

Definitive Registered Notes may be exchanged or transferred by presenting or surrendering such Definitive Registered Notes at the corporate trust office of the Fiscal Agent with a written instruction of transfer in form satisfactory to the Fiscal Agent, duly executed by such Holder or his attorney, duly authorised in writing. If the Registered Notes being exchanged

or transferred are "restricted securities", such Holder shall also provide a written certificate to the effect that such transfer will comply with the appropriate transfer restriction applicable to such Registered Notes.

Exchange among Regulation S Global Registered Note and Rule 144A Global Registered Note

On or prior to a date that is 40 days after the issue date of such Registered Note, beneficial interests in a Regulation S Global Registered Note may be transferred to a person who wishes to hold an interest in a Rule 144A Global Registered Note only upon receipt by the Fiscal Agent of a written certification from the transferor (in the form set out in the Agency Agreement) to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB within the meaning of Rule 144A purchasing for its own account or for the account of a QIB, in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States.

Interests in a Rule 144A Global Registered Note may also be transferred to a person who wishes to hold an interest through a Regulation S Global Registered Note, but only upon receipt by the Fiscal Agent of a written certification from the transferor to the effect that such transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S or with Rule 144A (if available) under the Securities Act.

Any interest in either a Rule 144A Global Registered Note or a Regulation S Global Registered Note that is transferred to a person who takes delivery in the form of an interest in the other Global Registered Note will, upon transfer, cease to be an interest in such Global Registered Note and become an interest in the other Global Registered Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to an interest in such other Global Registered Note.

Same Day Settlement and Payment

The Notes evidenced by the Global Registered Notes will be eligible to trade in DTC's Same Day Funds Settlement System, and any permitted secondary market trading activity in such Registered Notes will, therefore, be required by DTC to be settled in immediately available funds. The Issuer expects that secondary trading in any Definitive Registered Notes will also be settled in immediately available funds.

Because of time zone differences, the securities account of a Euroclear or Clearstream, Luxembourg participant purchasing an interest in a Global Registered Note from a Participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream, Luxembourg participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream, Luxembourg) immediately following the settlement date of DTC. DTC has advised the Issuer that cash received in Euroclear or Clearstream, Luxembourg as a result of sales of interest in a Global Registered Note by or through a Clearstream, Luxembourg participant to a Participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream, Luxembourg cash account only as of the business day for Euroclear or Clearstream, Luxembourg following DTC's settlement date.

Euroclear

The Euroclear System was created in 1968 to hold securities for participants in Euroclear ("**Euroclear Participants**") and to effect transactions between Euroclear Participants through simultaneous book entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfer of securities and cash. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Euroclear group reshaped its corporate structure in 2000 and 2001, transforming the Belgian company Euroclear Clearance System (*Société Coopérative*) into Euroclear Bank SA/NV, which now operates the Euroclear System. In 2005, a new Belgian holding company, Euroclear Bank SA/NV, was created as the owner of all the shared technology and services supplied to each of the Euroclear central securities depositories and the international central securities depositary ("**ICSD**"). Euroclear Bank SA/NV is owned by Euroclear plc, a company organised under the laws of England and Wales, which is owned by market participants using Euroclear services as members.

As an ICSD, Euroclear provides settlement and related securities services for cross-border transactions involving domestic and international bonds, equities, derivatives and investment funds, and offers clients a single access point to post-trade services in over 40 markets.

Distributions with respect to interests in Temporary Global Notes, Permanent Global Notes, Definitive Bearer Notes, Global Registered Notes and Definitive Registered Notes held through Euroclear will be credited to the Euroclear cash accounts of Euroclear Participants to the extent received by Euroclear's depositary, in accordance with the Euroclear Terms and Conditions. Euroclear will take any other action permitted to be taken by a holder of any such Temporary Global Notes, Permanent Global Notes, Definitive Bearer Notes, Global Registered Notes or Definitive Registered Notes on behalf of a Euroclear Participant only in accordance with the Euroclear Terms and Conditions.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium.

Clearstream, Luxembourg

Clearstream, Luxembourg was incorporated in 1970 as a limited company under Luxembourg law. It is registered as a bank in Luxembourg, and as such is subject to regulation by the CSSF, which supervises Luxembourg banks.

Clearstream, Luxembourg holds securities for its customers and facilitates the clearance and settlement of securities transactions by book entry transfers between their accounts. Clearstream, Luxembourg provides various services, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg also deals with domestic securities markets in several countries through established depository and custodial relationships. Over 300,000 domestic and internationally traded bonds, equities and investment funds are currently deposited with Clearstream, Luxembourg. Currently, Clearstream, Luxembourg has approximately 2,500 customers in over 110 countries. Indirect access to Clearstream, Luxembourg is available to other institutions which clear through or maintain a custodial relationship with an account holder of Clearstream, Luxembourg.

The address of Clearstream, Luxembourg is Clearstream Banking, SA, 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg.

Trading between Clearstream, Luxembourg and/or Euroclear Participants

Secondary market trading between Clearstream, Luxembourg Participants and/or Euroclear Participants will be settled using the procedures applicable to conventional eurobonds in same-day funds.

Trading between Euroclear or Clearstream, Luxembourg Accountholders

If Holder holding in Euroclear or Clearstream, Luxembourg sells to a third party that wishes to hold such Note in either Euroclear or Clearstream, Luxembourg, the trade will be settled using either Euroclear or Clearstream, Luxembourg and procedures applicable to conventional eurobonds.

TRANSFER RESTRICTIONS

As a result of the following restrictions, purchasers of the Notes in the United States are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such Notes. For information on certain restrictions applicable to Bearer Notes, see "*Forms of the Notes—Bearer Notes*".

On or prior to the 40th day after the later of the relevant issue date, a beneficial interest in the Regulation S Global Registered Notes may be transferred to a person who wishes to take delivery of such beneficial interest through the Rule 144A Global Registered Notes only upon receipt by the Fiscal Agent of a written certification (in the form set out in the schedule to the Agency Agreement) from the transferor to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB within the meaning of Rule 144A, in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. After such 40th day, such certification requirements will no longer apply to such transfers, but such transfers will continue to be subject to the transfer restrictions contained in the legend appearing on the face of such Note, as set out below.

A beneficial interest in the Rule 144A Global Registered Notes may also be transferred to a person who wishes to take delivery of such beneficial interest through the Regulation S Global Registered Notes only upon receipt by the Fiscal Agent of a written certification (in the form set out in the schedule to the Agency Agreement) from the transferor to the effect that such transfer is being made in accordance with Regulation S or Rule 144A (if available) under the Securities Act.

Any beneficial interest in either the Rule 144A Global Registered Notes or the Regulation S Global Registered Notes that is transferred to a person who takes delivery in the form of a beneficial interest in the other global note will, upon transfer, cease to be a beneficial interest in such Global Note and become a beneficial interest in the other global note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to a beneficial interest in such other global note for so long as such person retains such an interest.

Rule 144A Notes

Each purchaser of the Notes who is in the United States or who is a U.S. person, as defined in Regulation S, or purchasing for the account of a U.S. person will be deemed to have represented and agreed as follows (terms used herein that are defined in Rule 144A or Regulation S are used herein as defined therein):

(i) It is a QIB purchasing the Notes for its own account or an account with respect to which it exercises sole investment discretion and it and any such account is either (A) a QIB, and is aware that the sale to it is being made in reliance on Rule 144A or (B) a non-U.S. person that is outside the United States (or a non-U.S. person that is a dealer or other fiduciary as referred to above) in accordance with Rule 903 or 904 of Regulation S.

(ii) It understands and agrees that Notes initially offered in the United States to QIBs will be represented by 144A Global Registered Notes and that Notes offered outside the United States in reliance on Regulation S will be represented by Regulation S Global Registered Notes.

(iii) It understands that such Notes and, in the case of Notes that are Additional Tier 1 Conversion Notes, any Conversion Shares to be delivered following the occurrence of a Trigger Event in respect of Additional Tier 1 Conversion Notes have not been and will not be registered under the Securities Act and may not be reoffered, resold, pledged or otherwise transferred except (A) within the United States to a QIB in a transaction complying with Rule 144A, (B) outside the United States to a non-U.S. person, in compliance with Rule 903 or 904 of Regulation S, (C) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (D) pursuant to an effective registration statement under the Securities Act.

(iv) It agrees that it will deliver to each person to whom it transfers the Notes notice of any restrictions on transfer of such Notes.

(v) The Rule 144A Global Registered Notes and any definitive Notes issued in exchange therefor, if any, will bear a legend to the following effect, unless the Issuer determines otherwise in accordance with applicable law:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY OTHER SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES FOR THE BENEFIT OF NORDEA BANK ABP (THE "ISSUER") THAT THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) SO LONG AS THIS SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) IN ACCORDANCE WITH RULE 144A, (2) IN AN OFFSHORE TRANSACTION TO A NON-U.S. PERSON IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 UNDER

THE SECURITIES ACT (IF AVAILABLE) OR (4) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.

(vi) Either (i) it is not purchasing or holding such Notes (or any interest in such Notes) with the assets of a Plan (as defined below) or a governmental, church, non-U.S. or other plan that is subject to Similar Laws or (ii) its acquisition, holding and disposition of such Notes will not constitute or result in (A) a prohibited transaction under Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), or Section 4975 of the Code (or in a violation of any Similar Law or other applicable law) unless an exemption is available (and all conditions have been satisfied) or (B) a similar violation under any applicable Similar Laws.

(vii) Each purchaser or transferee that is a Plan shall be deemed to represent, warrant and agree that (i) none of the Issuer, the Arranger and the Dealers, nor any of their affiliates, has provided, and none of them will provide, any investment advice within the meaning of Section 3(21) of ERISA to it or to any Plan Fiduciary (as defined below) in connection with its decision to invest in the Notes, and they are not otherwise acting as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Plan or the Plan Fiduciary in connection with the Plan's acquisition of the Notes (unless a statutory or administrative exemption applies (all of the applicable conditions of which are satisfied) or the transaction is not otherwise prohibited); and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Notes.

(viii) It acknowledges that the Fiscal Agent for the Notes will not be required to accept for registration of transfer any Notes acquired by it, except upon presentation of evidence satisfactory to the Issuer and the Fiscal Agent that the restrictions set forth herein have been complied with.

(ix) It acknowledges that the Issuer, the Dealers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements, and agrees that if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of the Notes are no longer accurate, it shall promptly notify the Issuer and the Dealers. If it is acquiring any Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

(x) It has received the information, if any, requested by it pursuant to Rule 144A, has had full opportunity to review such information and has received all additional information necessary to verify such information.

Regulation S Notes

Each purchaser of Notes outside the United States pursuant to Regulation S and each subsequent purchaser of such Notes in resales prior to the expiration of the distribution compliance period will be deemed to have represented and agreed as follows (terms used herein that are defined in Regulation S or Rule 144A are used herein as defined therein):

(i) It is, or at the time Notes are purchased will be, the beneficial owner of such Notes and (a) it is not a U.S. person and it is located outside the United States and (b) it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate.

(ii) It understands and agrees that Notes offered outside the United States in reliance on Regulation S will be represented by Regulation S Global Registered Notes and that Notes initially offered in the United States to QIBs will be represented by 144A Global Registered Notes.

(iii) It understands that such Notes and, in the case of Notes that are Additional Tier 1 Conversion Notes, any Conversion Shares to be delivered following the occurrence of a Trigger Event in respect of Additional Tier 1 Conversion Notes have not been and will not be registered under the Securities Act and that, prior to the expiration of the distribution compliance period, it will not reoffer, resell, pledge or otherwise transfer such Notes except (A) within the United States to a QIB in a transaction complying with Rule 144A or (B) outside the United States to a non-U.S. person, in compliance with Rule 903 or 904 of Regulation S.

(iv) It agrees that it will deliver to each person to whom it transfers the Notes notice of any restrictions on transfer of such Notes and that, prior to the expiration of the distribution compliance period, before any interest in the Rule 144A Global Registered Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Regulation S Global Registered Notes, it will be required to provide the Fiscal Agent with a written certification as to compliance with applicable securities laws.

(v) The Regulation S Global Registered Notes and any definitive Notes issued in exchange therefor, if any, will bear a legend to the following effect, unless the Issuer determines otherwise in accordance with applicable law:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAW. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, (A) REPRESENTS THAT IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION AND (B) AGREES FOR THE BENEFIT OF THE ISSUER THAT DURING THE PERIOD COMMENCING ON THE DATE OF COMPLETION OF DISTRIBUTION OF THE NOTES AND THE DATE THAT IS 40 DAYS AFTER SUCH DATE (THE "DISTRIBUTION COMPLIANCE PERIOD"), THE NOTES MAY ONLY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED (1) WITHIN THE UNITED STATES, TO A PERSON THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN ACCORDANCE WITH RULE 144A; OR (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT. AS USED HEREIN, THE TERM "OFFSHORE TRANSACTION", "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

(vi) Either (i) it is not purchasing or holding such Notes (or any interest in such Notes) with the assets of a Plan or a governmental, church, non-U.S. or other plan that is subject to Similar Laws or (ii) its acquisition, holding and disposition of such Notes will not constitute or result in (A) a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or in a violation of any Similar Law or other applicable law) unless an exemption is available (and all conditions have been satisfied) or (B) a similar violation under any applicable Similar Laws.

(vii) Each purchaser or transferee that is a Plan shall be deemed to represent, warrant and agree that (i) none of the Issuer, the Arranger and the Dealers, nor any of their affiliates, has provided, and none of them will provide, any investment advice within the meaning of Section 3(21) of ERISA to it or to any Plan Fiduciary in connection with its decision to invest in the Notes, and they are not otherwise acting as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Plan or the Plan Fiduciary in connection with the Plan's acquisition of the Notes (unless a statutory or administrative exemption applies (all of the applicable conditions of which are satisfied) or the transaction is not otherwise prohibited); and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Notes.

(viii) It acknowledges that the Fiscal Agent for the Notes will not be required to accept for registration of transfer any Notes acquired by it, except upon presentation of evidence satisfactory to the Issuer and the Fiscal Agent that the restrictions set forth herein have been complied with.

(ix) It acknowledges that the Issuer, the Dealers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements, and agrees that if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of the Notes are no longer accurate, it shall promptly notify the Issuer and the Dealers. If it is acquiring any Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

PLAN OF DISTRIBUTION

The Notes are being offered on a continuous basis for sale by the Issuer to or through Barclays Capital Inc., BNP Paribas Securities Corp., BofA Securities, Inc., Citigroup Global Markets Inc., Citigroup Global Markets Limited, Deutsche Bank Securities Inc., Goldman Sachs Bank Europe SE, HSBC Securities (USA) Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. International plc, Morgan Stanley & Co. LLC, Nordea Bank Abp, UBS Europe SE and UBS Securities LLC, together with such other Dealers as may be appointed by the Issuer with respect to a particular Series of Notes (the "**Dealers**"), pursuant to a programme agreement entered into on 12 May 2026 (as amended and modified or supplemented from time to time, the "**Programme Agreement**"). One or more Dealers may purchase the Notes, as principal or agent, from the Issuer from time to time for resale to investors and other purchasers at varying prices relating to prevailing market prices at the time of resale as determined by any Dealer, or, if so specified in the relevant Pricing Supplement, for resale at a fixed offering price. Any Dealers of the Notes that are not U.S. registered broker-dealers will agree that they will offer and sell the Notes within the United States only through U.S. registered broker-dealers. If the Issuer and a Dealer agree, a Dealer may also utilise its reasonable efforts on an agency basis to solicit offers to purchase the Notes.

Unless otherwise specified in the relevant Pricing Supplement, any Notes sold to one or more Dealers as principal will be purchased by such Dealers at a price equal to 100 per cent of the principal amount thereof or such other price as may be set forth in the relevant Pricing Supplement less a percentage of the principal amount equal to a commission as agreed upon by the Issuer and the relevant Dealers. A Dealer may sell the Notes it has purchased from the Issuer as principal to certain dealers less a concession equal to all or any portion of the discount received in connection with such purchase. Such Dealer may allow, and such dealers may reallow, a discount to certain other dealers. After the initial offering of the Notes, the offering price (in the case of Notes to be resold at a fixed offering price), the concession and the reallowance may be changed.

The Issuer may withdraw, cancel or modify the offering contemplated hereby without notice and may reject offers to purchase the Notes in whole or in part. Each Dealer shall have the right, in its discretion reasonably exercised, without notice to the Issuer, to reject in whole or in part any offer to purchase the Notes received by it on an agency basis.

The relevant Dealers will be entitled in certain circumstances to be released and discharged from their obligations in respect of a proposed issue of Notes under or pursuant to the Programme Agreement prior to the closing of the issue of such Notes, including in the event that certain conditions precedent are not delivered or met to their satisfaction on the issue date of such Notes. In this situation, the issuance of such Notes may not be completed. Investors will have no rights against the Issuer or the relevant Dealers in respect of any expense incurred or loss suffered in these circumstances.

The Issuer has agreed to indemnify the Dealers against certain liabilities (including liabilities under the Securities Act) or to contribute to payments the Dealers may be required to make in respect thereof. The Issuer has also agreed to reimburse the Dealers for certain other expenses.

Some of the Dealers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with Nordea or Nordea's affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of Nordea or Nordea's affiliates. The Dealers and/or their affiliates may receive allocations of Notes (subject to customary closing conditions), which could affect future trading of the Notes. Certain of the Dealers or their affiliates may have a lending relationship with Nordea and could routinely hedge their credit exposure to Nordea consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in Nordea's securities, including potentially Notes offered under the Programme. Any such short positions could adversely affect future trading prices of the Notes offered under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Price Stabilisation and Short Positions

In connection with the issue of Notes under the Programme, the Dealers, acting directly or through subsidiaries, may over-allot or effect transactions that stabilise, maintain or otherwise affect the market price of the Notes with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period. Such stabilising, if any, shall be in compliance with all relevant laws and regulations. These transactions may include stabilising transactions pursuant to which the Dealers, acting directly or through subsidiaries, may bid for or purchase Notes in the open market or otherwise for the purpose of stabilising the market price of the Notes. Each of the Dealers, acting directly or through subsidiaries, may also create a short position for its account by selling more Notes in connection with the offering than it

is committed to purchase from the Issuer, and in such case may purchase Notes in the open market following completion of the offering to cover all or a portion of such short position.

Neither the Issuer nor any of the Dealers makes any representation or prediction as to the direction or magnitude of any effect that the transactions described in the immediately preceding paragraph may have on the price of the Notes. In addition, neither the Issuer nor the Dealers make any representation that the Dealers will engage in any such transactions or that such transactions, once commenced, will not be discontinued without notice.

Selling Restrictions

General

No action has been or will be taken in any jurisdiction by the Issuer or any Dealers that would, or is intended to, permit a public offering of the Notes, or possession or distribution of this Programme Document or any other offering material, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Programme Document comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession, distribute or publish this Programme Document or any other offering material relating to the Notes, in all cases at their own expense.

Without prejudice to the above paragraphs, each Dealer has represented and agreed that it has not and will not (to the best of its knowledge and belief) directly or indirectly offer, sell or deliver any Notes or distribute the Programme Document or any other offering material relating to any Notes in or from any jurisdiction except in compliance with the applicable securities laws and regulations thereof and will not impose any obligations on the Issuer.

None of the Issuer, the Fiscal Agent and the Dealers represent that the Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Series of Notes, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the relevant Pricing Supplement.

United States

The Notes and any Conversion Shares to be delivered following the occurrence of a Trigger Event in respect of Additional Tier 1 Conversion Notes have not been and will not be registered under the Securities Act or any state securities laws. The Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, as defined in Regulation S, except in certain transactions exempt from, or in a transaction not subject to the registration requirements of, the Securities Act.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Programme Agreement, it will not offer or sell the Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of an identifiable tranche of which such Notes are a part, as determined and certified to the Fiscal Agent by such Dealer (or, in the case of an identifiable tranche of Notes sold to or through more than one Dealer, by each of such Dealers with respect to Notes of an identifiable tranche purchased by or through it, in which case the Fiscal Agent shall notify such Dealer when all such Dealers have so certified), within the United States or to, or for the account or benefit of, U.S. persons and that it will have sent to each dealer to which it sells Notes (other than a sale pursuant to Rule 144A) during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons substantially to the following effect:

"The Notes covered hereby have not been registered under the U.S. Securities Act of 1933 (the "Securities Act") and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, except in either case in accordance with Regulation S or Rule 144A under the Securities Act. Terms used above have the meanings given to them by Regulation S".

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of Notes within the United States by any Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A or pursuant to another exemption from registration under the Securities Act.

The Programme Agreement also provides that the Dealers may arrange for the placing of a portion of the Notes in reliance on Rule 144A to persons reasonably believed to be QIBs.

Terms used in the preceding paragraphs have the meanings given to them by Regulation S under the Securities Act.

In addition, Notes in bearer form having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the Code and U.S. Treasury regulations promulgated thereunder. The terms of such Notes will identify whether the TEFRA C Rules or the TEFRA D Rules apply.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Programme Document as completed by the Pricing Supplement in relation thereto to any retail investor in the European Economic Area.

For the purposes of this provision the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in MiFID II; or

(ii) a customer within the meaning of the Insurance Mediation Directive, as amended or superseded, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Prohibition of Sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes which are the subject of this Programme Document as completed by the Pricing Supplement in relation thereto to any retail investor in the UK.

For the purposes of this provision the expression "**retail investor**" means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that: (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer; (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Ireland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that: (a) it will not underwrite the issue of, or place, any Notes, otherwise than in conformity with the provisions of the European Union (Markets in Financial Instruments) Regulations 2017 (the "**MiFID II Regulations**"), including without limitation, Regulation 5 (Requirement for authorisation (and certain provisions concerning MTFs and OTFs)) thereof or any rules or codes of conduct made under the MiFID II Regulations and the provisions of the Investor Compensation Act 1998 (as amended); (b) it will not underwrite the issue of, or place, any Notes, otherwise than in conformity with the provisions of the Companies Act 2014 (as amended, the "**Companies Act**"), the Central Bank Acts 1942 – 2017 (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989 (as amended); (c) it will not underwrite the issue of, place or otherwise act in Ireland in respect of any Notes otherwise than in conformity with the provisions of Regulation (EU) 2017/1129 and any rules issued by the Central Bank of Ireland (the "**Central Bank**") under Section 1363 of the Companies Act; and (d) it will not underwrite the issue of, place or otherwise act in Ireland in respect of any Notes, otherwise than in conformity with the Market Abuse Regulation (EU 596/2014) (as amended) and any rules issued by the Central Bank under Section 1370 of the Companies Act.

Canada

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Programme Document (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* ("**NI 33-105**"), the Dealers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with an offering of Notes under the Programme.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, (the "**FIEA**")). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, a resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, FIEA and other relevant laws and regulations of Japan.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong ("**SFO**") and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Programme Document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused any Notes to be made the subject of an invitation for subscription or purchase nor will it offer or sell any Notes or cause any Notes to be made the subject of an invitation for subscription or purchase, nor has it circulated or distributed, nor will it circulate or distribute this Programme Document or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, or (b) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Finland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not directly or indirectly offer and sell the Notes or bring the Notes into general circulation in Finland other than in compliance with the laws of Finland. Notes may only be offered and sold to the public in Finland provided that a prospectus is prepared in accordance with the Prospectus Regulation (EU) 2017/1129 and the Finnish Securities Markets Act and other applicable laws and regulations. Notwithstanding the above, each Dealer has represented

and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that Notes may not be offered or sold to individuals or estates of deceased individuals that are resident in Finland for taxation purposes.

Additional Restrictions

The Additional Tier 1 Notes discussed in this Programme Document are complex financial instruments and are not a suitable or appropriate investment for all investors, especially retail investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Additional Tier 1 Notes to retail investors.

1. Potential investors in the Additional Tier 1 Notes should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Additional Tier 1 Notes (or any beneficial interests therein).

2. (a) In the UK, COBS requires, in summary, that the Additional Tier 1 Notes should not be offered or sold to retail clients (as defined in COBS 3.4 and each a "**retail client**") in the UK.

   (b) Certain of the Dealers are required to comply with COBS.

   (c) By purchasing, or making or accepting an offer to purchase, any Additional Tier 1 Notes (or a beneficial interest in such Notes) from the Issuer and/or the Dealers, each prospective investor represents, warrants, agrees with and undertakes to the Issuer and each of the Dealers that:

      (i) it is not a retail client in the UK; and

      (ii) it will not sell or offer the Additional Tier 1 Notes (or any beneficial interest therein) to retail clients in the UK or communicate (including the distribution of this Programme Document) or approve an invitation or inducement to participate in, acquire or underwrite the Additional Tier 1 Notes (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the UK.

   (d) In selling or offering the Additional Tier 1 Notes or making or approving communications relating to the Additional Tier 1 Notes you may not rely on the limited exemptions set out in COBS.

3. The obligations in paragraph 2 above are in addition to the need to comply at all times with all other applicable laws, regulations and regulatory guidance (whether inside or outside the EEA or the UK) relating to the promotion, offering, distribution and/or sale of the Additional Tier 1 Notes (or any beneficial interests therein), whether or not specifically mentioned in this Programme Document, including (without limitation) any requirements under MiFID II or the UK FCA Handbook as to determining the appropriateness and/or suitability of an investment in the Additional Tier 1 Notes (or any beneficial interests therein) for investors in any relevant jurisdiction.

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Additional Tier 1 Notes (or any beneficial interests therein) from the Issuer and/or the Dealers, the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

See also "*Risk Factors—Risks Relating to the Notes—Risks Relating to All Notes—The Notes may not be a suitable investment for all investors*" and "*—Risks Relating to the Notes—Additional Risks Relating to the Additional Tier 1 Notes*".

TAXATION

Finnish Taxation

The following overview is based on the tax laws of Finland as in effect and applied as of the date of this Programme Document and is intended to provide general information only. Any changes in tax laws and their interpretation may also have a retroactive effect on taxation. The overview does not take into account or discuss the tax laws of any country other than Finland and does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules. Such investors include, among others, entities exempt from income tax, non-business-carrying entities, individuals taxable under the Finnish Business Income Tax Act (Fi: *laki elinkeinotulon verottamisesta* (360/1968), as amended) and general or limited partnerships. The following overview relates only to persons who are the absolute beneficial owners of the Notes. The overview does not address the rules regarding reporting obligations for, among others, payers of interest. Prospective purchasers of the Notes are advised to consult their own tax advisors concerning the overall tax consequences of their ownership of the Notes.

Non-Resident Holders of Notes

Payments of interest under the Notes are not subject to tax in Finland provided that the recipient is not resident in Finland for tax purposes (other than in the case of foreign tax transparent entities having Finnish tax resident partners or shareholders), unless the Notes relate to business carried on in Finland by the Holder of Notes through a permanent establishment in Finland. Non-resident Holders of the Notes should not be deemed to be resident in Finland for taxation purposes or having a permanent establishment in Finland only because they are holding Notes or receiving income attributable to the Notes. The Issuer is required to ascertain that the recipient is not resident in Finland for tax purposes. The recipient is obliged to disclose his non-resident investor status to the payer. If a recipient fails to provide such information, the Issuer will be entitled to withhold or deduct amounts from a payment in respect of the Notes, if it is required to do so under Finnish law and the Issuer will not be required to pay the recipient any additional amounts.

Repayments of the principal amount under the Notes are not subject to tax in Finland. Holders of Notes that are not resident in Finland for tax purposes are, furthermore, not subject to Finnish tax on capital gains arising from the transfer of the Notes, unless the transfer relates to business carried on in Finland by a Holder of Notes through a permanent establishment in Finland.

Finnish transfer tax is not payable on a transfer of the Notes. Transfers of the Notes among non-residents by way of a gift or by reason of the death of the owner should not be subject to Finnish gift or inheritance tax, respectively, by reason only of the mere holding of the Notes or receiving income attributable to the Notes.

Resident Holders of Notes

Generally, a natural person is deemed to be a resident in Finland if such person remains in Finland for a continuous period of more than six months or if the permanent home and abode of such person is in Finland. However, a Finnish national who has moved abroad is considered to be resident in Finland until three years have passed from the end of the year of departure unless it is proven that no substantial ties to Finland existed during the relevant tax year.

Payments of interest under the Notes and capital gains on the Notes are in general subject to tax for Holders of Notes that are resident in Finland for tax purposes. Repayments of the principal amount under the Notes are not otherwise subject to tax in Finland.

Payments of interest made to holders of Notes that are physical persons resident in Finland for tax purposes or Finnish estates of deceased persons are in general subject to a tax withholding at a rate of 30 per cent (in 2026) and subject to income tax under the Finnish Income Tax Act (Fi: *tuloverolaki* (1535/1992), as amended) (the "**Finnish Income Tax Act**") at capital income tax rates of 30 per cent to 34 per cent in 2026.

Where Notes are sold by a Finnish physical person or a Finnish estate of a deceased person prior to the due date, any capital gains and payments of accrued interest (Fi: *jälkimarkkinahyvitys*) are taxable as capital income at tax rates of 30 per cent to 34 per cent, in each case in 2026. Any payments of accrued interest made to a Finnish physical person or a Finnish estate of a deceased person are subject to tax withholding at the rate of 30 per cent. The withholding liability should primarily lie with a possible paying agent or other intermediary effecting the payment to the holder of Notes, if the paying agent or intermediary effecting the payment is a credit and financial institution or other professional security trader or intermediary resident in Finland for tax purposes or a Finnish branch of a non-resident credit institution.

Payments of interest made to Holders of Notes that are corporations, as further defined in the Finnish Income Tax Act, residing in Finland for tax purposes, are not subject to a tax withholding. In addition to Finnish companies, foreign entities with their place of effective management in Finland can be deemed as Finnish tax resident corporations. For Finnish tax

resident corporations, payments of interest, as well as capital gains arising upon the sale of the Notes, are generally subject to tax at a rate of 20 per cent in 2026.

United States Federal Income Taxation

The following is a summary of certain U.S. federal income tax consequences of the acquisition, ownership, disposition and retirement of Notes by a U.S. Holder (as defined below) (except that the discussion under "*—Fungible Issue*" below applies to all holders). This summary does not address the U.S. federal income tax consequences to holders who are not U.S. Holders or of every type of Note which may be issued under the Programme, and the relevant Pricing Supplement will contain additional or modified disclosure concerning certain U.S. federal income tax consequences relevant to such type of Note as appropriate. This summary only applies to Notes held as capital assets and does not address aspects of U.S. federal income taxation that may be applicable to U.S. Holders that are subject to special tax rules, such as financial institutions, insurance companies, real estate investment trusts, regulated investment companies, grantor trusts, tax exempt organisations, dealers or traders in securities or currencies, or to U.S. Holders that will hold a Note as part of a position in a straddle or as part of a hedging, conversion or integrated transaction for U.S. federal income tax purposes, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, persons required to accelerate the recognition of any item of income with respect to the Notes as a result of such income being recognised on applicable financial statements, persons that have ceased to be U.S. citizens or lawful permanent residents of the United States, investors holding the Notes in connection with a trade or business conducted outside of the United States, or investors that have a functional currency other than the U.S. dollar. Moreover, this summary does not address the consequences of U.S. federal estate and gift tax, state, local, or non-U.S. tax laws, the Medicare tax on net investment income or the alternative minimum tax consequences of the acquisition, ownership or retirement of Notes and does not address the U.S. federal income tax treatment to U.S. Holders that do not acquire Notes as part of the initial distribution at their initial "issue price", as defined in "*—Characterisation and Treatment of the Notes (Excluding Additional Tier 1 Notes)—Original Issue Discount*" below. Further, this summary does not discuss the tax consequences to U.S. Holders of a partial or total Write Down or Reinstatement. U.S. Holders should also consult their own tax advisors regarding potential tax consequences to them of a partial or total Write Down or Reinstatement.

This summary is based on the Code (*i.e.*, the U.S. Internal Revenue Code of 1986, as amended), existing and proposed U.S. Treasury Regulations, administrative pronouncements and judicial decisions, each as of the date hereof. All of the foregoing are subject to change, possibly with retroactive effect, or differing interpretations, which could affect the tax consequences described herein. Any special U.S. federal income tax considerations relevant to a particular issue of the Notes will be provided in the relevant Pricing Supplement. Except as expressly described herein, this summary does not address the U.S. federal income tax consequences that may apply to U.S. Holders under the income tax treaty between the United States and Finland (the "**Treaty**").

For purposes of this description, a "**U.S. Holder**" is a beneficial owner of the Notes who, for U.S. federal income tax purposes, is (i) an individual citizen or resident of the United States; (ii) a corporation created or organised in or under the laws of the United States, any state thereof, or the District of Columbia; (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust (1) that validly elects to be treated as a United States person for U.S. federal income tax purposes or (2)(a) the administration over which a U.S. court can exercise primary supervision and (b) all of the substantial decisions of which one or more United States persons have the authority to control.

If a partnership (or any other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Notes, the tax treatment of the partnership and a partner in such partnership generally will depend on the status of the partner and the activities of the partnership. Such partner or partnership should consult its own tax advisor as to the consequences of acquiring, owning or disposing of Notes.

Bearer Notes are not being offered to U.S. persons. A U.S. person who owns a Bearer Note will be subject to adverse consequences under U.S. federal income tax law, including disallowance of losses and treatment of gain as ordinary income. This summary does not otherwise address Bearer Notes.

Prospective investors should consult their own tax advisor with respect to the U.S. federal, state, local and non-U.S. tax consequences of acquiring, owning or disposing of Notes.

Characterisation and Treatment of the Notes (Excluding Additional Tier 1 Notes)

Whether a debt instrument is treated as debt (and not equity or some other instrument or interest) for U.S. federal income tax purposes is an inherently factual question and no single factor is determinative. The Issuer intends to treat the Notes (other than Additional Tier 1 Notes) as indebtedness for U.S. federal income tax purposes unless provided otherwise in the Pricing Supplement, although no assurances can be given with respect to such treatment. The following discussion assumes that such treatment will be respected. If the treatment of the Notes as indebtedness is not upheld, it may affect the timing, amount and character of income inclusion to a U.S. Holder.

Interest

Except as set forth below, interest (including "qualified stated interest" as defined under "*—Original Issue Discount*" below) paid on a Note, whether payable in U.S. dollars or a currency other than U.S. dollars (a "foreign currency"), including any non-U.S. withholding tax and any additional amounts, will be includible in a U.S. Holder's gross income as ordinary interest income in accordance with the U.S. Holder's usual method of tax accounting. In addition, interest on the Notes will generally be treated as foreign source income for U.S. federal income tax purposes and generally will be treated as "passive category income" for U.S. foreign tax credit purposes. Any non-U.S. withholding tax paid in respect of a payment of interest to a U.S. Holder on the Notes may be eligible for a foreign tax credit (or a deduction, if elected, in lieu of such credit) for U.S. federal income tax purposes. However, there are significant complex limitations on a U.S. Holder's ability to claim such a credit or deduction. Prospective purchasers of Notes should consult their own tax advisors concerning the applicability of foreign tax credit and source of income rules attributable to the Notes.

Foreign Currency Denominated Interest

Any interest paid in a foreign currency will be included in the gross income of a U.S. Holder in an amount equal to the U.S. dollar value of the foreign currency, including the amount of any applicable withholding tax thereon and any additional amounts, regardless of whether the foreign currency is converted into U.S. dollars. Generally, a U.S. Holder that uses the cash method of tax accounting will determine such U.S. dollar value using the spot rate of exchange on the date of receipt. Generally, a U.S. Holder that uses the accrual method of tax accounting will determine the U.S. dollar value of accrued interest income using the average rate of exchange for the accrual period (or in the case of an accrual period that spans two taxable years of the U.S. Holder, the part of the period within each taxable year), at the U.S. Holder's election, at the spot rate of exchange on the last day of the accrual period (or, in the case of an accrual period that spans two taxable years, the exchange rate in effect on the last day of the part of the period within each taxable year) or, for an electing accrual basis U.S. Holder, the spot rate on the date of receipt, if that date is within five days of the last day of the accrual period. Any such election will apply to all debt instruments held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and will be irrevocable without the consent of the Internal Revenue Service (the "**IRS**"). A U.S. Holder that uses the accrual method of accounting for tax purposes will recognise foreign currency gain or loss on the receipt of an interest payment (including a payment attributable to accrued but unpaid interest upon the sale, exchange, or retirement of a Note) if the exchange rate in effect on the date payment is received differs from the rate applicable to an accrual of that interest. Any such gain or loss will generally be U.S. source ordinary income or loss.

Pre-Issuance Accrued Interest

If a portion of the price paid for a Note is attributable to an amount of interest accrued prior to the date the Note is issued (the "**pre-issuance accrued interest**"), a portion of the first interest payment on the Notes equal to the amount of the pre-issuance accrued interest may be treated as a nontaxable return of the pre-issuance accrued interest. This discussion assumes that the first interest payment on Notes with pre-issuance accrued interest will be so treated, and references to interest in the remainder of this discussion exclude pre-issuance accrued interest. This discussion also assumes that in determining the issue price of a Note, there will be excluded an amount equal to the pre-issuance accrued interest. Pre-issuance accrued interest not included in income should not form part of any amortisable bond premium (as described below under "*—Notes Purchased at a Premium*"). A U.S. Holder's tax basis in a Note will be reduced by any nontaxable return of pre-issuance accrued interest. This discussion does not otherwise address the treatment of pre-issuance accrued interest, and U.S. Holders should consult their tax advisors concerning the U.S. federal income tax treatment of pre-issuance accrued interest, including in the case of foreign currency Notes, the potential recognition of exchange gain or loss upon receipt of amounts otherwise treated as a nontaxable return of pre-issuance accrued interest.

Original Issue Discount

U.S. Holders of Notes issued with original issue discount ("**OID**") will be subject to special tax accounting rules, as described in greater detail below. U.S. Holders of Notes issued with OID (including cash basis taxpayers) should be aware that, as described in greater detail below, they generally must include OID in income for U.S. federal income tax purposes as it accrues, in advance of the receipt of cash attributable to that income. However, U.S. Holders of such Notes generally will not be required to include separately in income cash payments received on the Notes, even if denominated as interest, to the extent such payments do not constitute qualified stated interest (as defined herein). Notes issued with OID will be referred to as "**Original Issue Discount Notes**". Solely for the purposes of determining for U.S. federal income tax purposes whether a Note has OID and the yield and maturity of a Note, the Issuer may, under certain circumstances, be deemed to exercise any call option that has the effect of decreasing the yield on the Note, and the U.S. Holder may, under certain circumstances, be deemed to exercise any put option that has the effect of increasing the yield on the Note. Notice will be given in the relevant Pricing Supplement when the Issuer determines that a particular Note will be an Original Issue Discount Note.

The following discussion does not address the U.S. federal income tax consequences of an investment in contingent payment debt instruments. In the event the Issuer issues contingent payment debt instruments, the relevant Pricing Supplement will describe certain U.S. federal income tax consequences thereof.

Additional rules applicable to Original Issue Discount Notes that are denominated in or determined by reference to a currency other than the U.S. dollar are described in "*—Foreign Currency Original Issue Discount Notes*" below.

For U.S. federal income tax purposes, a Note, other than a Note with a term of one year or less, will be treated as an Original Issue Discount Note if the excess of the Note's "stated redemption price at maturity" over its issue price equals or exceeds a *de minimis* amount (0.25 per cent of the Note's stated redemption price at maturity multiplied by the number of complete years to its maturity (or, in the case of a Note that provides for payments other than qualified stated interest before maturity, its weighted average maturity)). A Note's weighted average maturity is the sum of the following amounts determined for each payment on a Note (other than a payment of qualified stated interest): (i) the number of complete years from the issue date until the payment is made multiplied by (ii) a fraction, the numerator of which is the amount of the payment and the denominator of which is the Note's stated redemption price at maturity. The "stated redemption price at maturity" of a Note is the sum of all payments required to be made on such Note other than "qualified stated interest" payments. The "issue price" of each Note in a particular offering will be the first price at which a substantial amount of that particular offering is sold (other than to an underwriter, broker, agent or wholesaler). The term "qualified stated interest" means stated interest that is unconditionally payable in cash or in property (other than debt instruments of the issuer) at least annually at a single fixed rate (with certain exceptions for certain first or final interest payments) or, in certain circumstances, at a variable rate. Interest is payable at a single fixed rate only if the rate appropriately takes into account the length of the interval between payments. Notice will be given in the relevant Pricing Supplement when it is determined that a particular Note sold pursuant to Rule 144A will bear interest that is not qualified stated interest.

In the case of a Note issued with *de minimis* OID, the U.S. Holder generally must include such *de minimis* OID in income as stated principal payments on the Notes are made, in proportion to the amount of the payment relative to the stated principal amount of the Note. Any amount of *de minimis* OID that has been so included in income will generally be treated as capital gain.

Certain of the Notes may be redeemed prior to their maturity. Original Issue Discount Notes containing such features may be subject to rules that differ from the general rules discussed herein. Persons considering the purchase of Original Issue Discount Notes with such features should carefully examine the relevant Pricing Supplement and should consult their own tax advisors with respect to such features since the tax consequences with respect to OID will depend, in part, on the particular terms and features of the Notes.

U.S. Holders of Original Issue Discount Notes with a maturity upon issuance of more than one year must, in general, include OID in income in advance of the receipt of some or all of the related cash payments. The amount of OID includible in income by the initial U.S. Holder of an Original Issue Discount Note is the sum of the "daily portions" of OID with respect to the Note for each day during the taxable year or portion of the taxable year in which such U.S. Holder held such Note ("**accrued OID**"). The daily portion is determined by allocating to each day in any "accrual period" a pro rata portion of the OID allocable to that accrual period. The "accrual period" for an Original Issue Discount Note may be of any length and may vary in length over the term of the Note, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs on the first day or the final day of an accrual period. The amount of OID allocable to any accrual period is an amount equal to the excess, if any, of (a) the product of the Note's adjusted issue price at the beginning of such accrual period and its yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) over (b) the sum of any qualified stated interest allocable to the accrual period. OID allocable to a final accrual period is the difference between the amount payable at maturity (other than a payment of qualified stated interest) and the adjusted issue price at the beginning of the final accrual period. Special rules will apply for calculating OID for an initial short accrual period. The "adjusted issue price" of a Note at the beginning of any accrual period is equal to its issue price increased by the accrued OID for each prior accrual period (determined without regard to the amortisation of any acquisition or bond premium, as described below) and reduced by any payments made on such Note (other than qualified stated interest) on or before the first day of the accrual period. Under these rules, a U.S. Holder will have to include in income increasingly greater amounts of OID in successive accrual periods.

In the case of an Original Issue Discount Note that is a Floating Rate Note, both the "yield to maturity" and "qualified stated interest" will be determined solely for purposes of calculating the accrual of OID as though the Note will bear interest in all periods at a fixed rate generally equal to the rate that would be applicable to interest payments on the Note on its date of issue or, in the case of certain Floating Rate Notes, the rate that reflects the yield to maturity that is reasonably expected for the Note. Additional rules may apply if interest on a Floating Rate Note is based on more than one interest index or if the principal amount of the Note is indexed in any manner. Persons considering the purchase of Floating Rate Notes should carefully examine the relevant Pricing Supplement and should consult their own tax advisors regarding the U.S. federal income tax consequences of the holding and disposition of such Notes.

U.S. Holders may elect to treat all interest on any Note as OID and calculate the amount includible in gross income under the constant yield method described above. For the purposes of this election, interest includes stated interest, acquisition discount, OID, *de minimis* OID, market discount, *de minimis* market discount and unstated interest, as adjusted by any amortisable bond premium or acquisition premium. This election will generally apply only to the Note with respect to which it is made and may not be revoked without the consent of the IRS. U.S. Holders should consult their own tax advisors about this election.

Fungible Issue

The Issuer may, without the consent of holders of outstanding Notes, issue additional Notes with identical terms. These additional Notes, even if they are treated for non-tax purposes as part of the same Series as the original Notes, in some cases may be treated as a separate Series for U.S. federal income tax purposes. In such a case, among other things, the additional Notes may be considered to have been issued with OID even if the original Notes had no OID, or the additional Notes may have a greater amount of OID than the original Notes. These differences may affect the market value of the original Notes if the additional Notes are not otherwise distinguishable from the original Notes.

Short-Term Notes

In the case of Notes having a term of one year or less ("**Short-Term Notes**"), all payments (including all stated interest) will be included in the stated redemption price at maturity and, thus, U.S. Holders generally will be taxable on the discount in lieu of any stated interest. The discount will be equal to the excess of the stated redemption price at maturity over the issue price of a Short-Term Note, unless the U.S. Holder elects to compute this discount using tax basis instead of issue price. In general, individuals and certain other cash method U.S. Holders of a Short-Term Note are not required to include accrued discount in their income currently unless they elect to do so (but will be required to include any stated interest in income as it is received). U.S. Holders that report income for U.S. federal income tax purposes on the accrual method and certain other U.S. Holders are required to accrue discount on such Short-Term Notes (as ordinary income) on a straight line basis, unless an election is made to accrue the discount according to a constant yield method based on daily compounding. In the case of a U.S. Holder that is not required, and does not elect, to include discount in income currently, any gain realised on the sale, exchange or retirement of the Short-Term Note will generally be ordinary income to the extent of the discount accrued through the date of sale, exchange or retirement. In addition, a U.S. Holder that does not elect to include currently accrued discount in income may be required to defer deductions for a portion of the U.S. Holder's interest expense with respect to any indebtedness incurred or continued to purchase or carry such Notes.

Foreign Currency Original Issue Discount Notes

OID for any accrual period on an Original Issue Discount Note that is denominated in, or determined by reference to, a foreign currency will be determined for any accrual period in the foreign currency and then translated into U.S. dollars in the same manner as stated interest accrued by an accrual basis U.S. Holder, as described in "*—Foreign Currency Denominated Interest*" above. Upon receipt of an amount attributable to OID previously included in income (whether in connection with a payment of interest, a partial principal payment or the sale or retirement of a Note), a U.S. Holder may recognise foreign currency gain or loss in an amount determined in the same manner as interest income received by a U.S. Holder on the accrual basis, as described above in "*—Foreign Currency Denominated Interest*". For these purposes, all receipts on an Original Issue Discount Note will be viewed: first, as the receipt of any accrued but unpaid qualified stated interest payments called for under the terms of the Note; second, as the receipt of previously accrued OID (to the extent thereof), with payments considered made for the earliest accrual periods first; and third, as the receipt of principal.

Notes Purchased at a Premium

A U.S. Holder that purchases a Note for an amount in excess of the sum of all amounts payable on the Note after the purchase date other than qualified stated interest will be considered to have purchased the Note at a "premium". A U.S. Holder generally may elect to amortise the premium over the remaining term of the Note on a constant yield method as an offset to interest when includible in income under the U.S. Holder's regular accounting method for U.S. federal income tax purposes. Special rules may limit the amortisation of bond premium with respect to Notes subject to early redemption. In the case of a Note that is denominated in, or determined by reference to, a foreign currency, bond premium will be computed in units of foreign currency, and amortisable bond premium will reduce interest income in units of the foreign currency. At the time amortised bond premium offsets interest income, foreign currency exchange gain or loss (taxable as ordinary income or loss) is measured by the difference between exchange rates at that time and at the time of the acquisition of the Notes. Any election to amortise bond premium shall apply to all bonds (other than bonds the interest on which is excludable from gross income) held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and is irrevocable without the consent of the IRS. Bond premium on a Note held by a U.S. Holder that does not make such an election will decrease the gain or increase the loss otherwise recognised on disposition of the Note.

Occurrence of a Benchmark Event for Notes Linked to or Referencing a Benchmark or Screen Rate

Following the occurrence of a Benchmark Event, the rate of interest on any Notes which pay a floating rate linked to or referencing a benchmark or screen rate, including EURIBOR, SOFR, SONIA, TONA and any other interbank offered rate, will be determined on the basis of the applicable Successor Rate or Alternative Base Rate. It is possible that such replacement of the original reference rate with a Successor Rate or Alternative Base Rate could be treated as a significant modification of such Notes. In such event, for U.S. federal income tax purposes, such Notes would be treated as having been exchanged for new Notes (a "**deemed exchange**") and a U.S. Holder could be required to recognise taxable gain with respect to such Notes as result of the "deemed exchange". In addition, such Notes may be treated as being issued with OID. Notwithstanding the foregoing, and although this issue is not free from doubt, since any such substitution of a Successor Rate or Alternative Base Rate for such original reference rate would occur pursuant to the original terms of the Notes, a "deemed exchange" is not expected to occur and a U.S. Holder is not expected to be required to recognise taxable gain with respect to the Notes.

U.S. Holders should consult their own tax advisors with regard to the possibility of a deemed exchange following the occurrence of a Benchmark Event with respect to the Notes.

Sale, Exchange or Retirement

A U.S. Holder's tax basis in a Note generally will be its U.S. dollar cost (as defined herein) increased by the amount of any OID included in the U.S. Holder's income with respect to the Note and the amount, if any, of income attributable to *de minimis* OID included in the U.S. Holder's income with respect to the Note and reduced by (i) the amount of any payments that are not qualified stated interest, and (ii) the amount of any amortisable bond premium applied to reduce interest on the Note. The U.S. dollar cost of a Note purchased with a foreign currency generally will be the U.S. dollar value of the purchase price on the date of purchase or, in the case of Notes traded on an established securities market, as defined in the applicable U.S. Treasury Regulations, that are purchased by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects), on the settlement date for the purchase. Such an election by an accrual basis U.S. Holder must be applied consistently from year to year and cannot be revoked without the consent of the IRS. A U.S. Holder generally will recognise gain or loss on the sale, exchange or retirement of a Note (other than a conversion of the Additional Tier 1 Conversion Notes into Conversion Shares, as discussed above) equal to the difference between the amount realised on the sale, exchange or retirement (less any accrued but unpaid qualified stated interest, which will be taxable as such) and the adjusted tax basis of the Note. The amount realised on a sale, exchange or retirement for an amount in foreign currency will be the U.S. dollar value of such amount on the date of sale, exchange or retirement or, in the case of Notes traded on an established securities market, as defined in the applicable U.S. Treasury Regulations, sold by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects), on the settlement date for the sale. U.S. Holders should consult their own tax advisors about how to account for proceeds received on the sale, exchange, retirement or other taxable disposition of Notes that are not paid in U.S. dollars. Gain or loss recognised on the sale, exchange or retirement of a Note (other than gain or loss that is attributable to changes in exchange rates, which will be treated as ordinary income or loss) will be capital gain or loss and will be long-term capital gain or loss if the Note was held for more than one year. Capital gains of non-corporate U.S. Holders (including individuals) derived in respect of capital assets held for more than one year are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations. Gain or loss recognised by a U.S. Holder on the sale, exchange or retirement of a Note that is attributable to changes in exchange rates will be treated as ordinary income or loss. However, foreign currency exchange gain or loss is taken into account only to the extent of total gain or loss realised on the transaction. Gain or loss realised by a U.S. Holder on the sale, exchange or retirement of a Note generally will be U.S. source income or loss. Prospective investors should consult their tax advisors as to the foreign tax credit implications of such sale, exchange or retirement of Notes.

Sale or Other Disposition of Foreign Currency

Foreign currency received as interest on a Note or on the sale or retirement of a Note will have a tax basis equal to its U.S. dollar value at the time such interest is received or at the time of such sale or retirement. Foreign currency that is purchased generally will have a tax basis equal to the U.S. dollar value of the foreign currency on the date of purchase. Any gain or loss recognised on a sale or other disposition of a foreign currency (including its use to purchase Notes or upon exchange for U.S. dollars) will be U.S. source ordinary income or loss.

Dual Currency Notes

U.S. Holders of Notes that are denominated in more than one currency or that have one or more non-currency contingencies and are denominated in either one foreign currency or more than one currency will be subject to special rules applicable to "Multi Currency Debt Securities". A U.S. Holder generally would be required to apply the "noncontingent bond method" in the Multi Currency Debt Security's denomination currency, which, for this purpose, would be the Multi Currency Debt Security's predominant currency as determined by the Issuer. A description of the principal U.S. federal income tax considerations relevant to holders of Dual Currency Notes, including specification of the predominant currency, will be set forth, if required, in the relevant Pricing Supplement.

Index-Linked Notes

The U.S. federal income tax consequences to a holder of an Index-Linked Note will depend on factors including the specific index or indices used to determine payments on such Note and the amount and time of any noncontingent payments on such Note. A description of the principal U.S. federal income tax considerations relevant to holders of such Note will be set forth, if required, in the relevant Pricing Supplement.

Other Notes

A description of the principal U.S. federal income tax considerations relevant to U.S. Holders of any other type of Note that the Issuer may issue under the Programme will be set forth, if required, in the relevant Pricing Supplement.

Characterisation and Treatment of Additional Tier 1 Notes

U.S. Federal Income Tax Treatment of Additional Tier 1 Notes

The determination of whether an obligation represents debt, equity, or some other instrument or interest for U.S. federal income tax purposes is based on all the relevant facts and circumstances. Despite the fact that the Additional Tier 1 Notes are denominated as debt, the Issuer intends to treat the Additional Tier 1 Notes as equity interests in the Issuer for U.S. federal income tax purposes. The Additional Tier 1 Notes have several equity-like features, including (i) the absence of a fixed maturity date, (ii) provisions for the cancellation of interest payments and Write Down, (iii) the deep subordination of the Additional Tier 1 Notes to other debt of the Issuer, and (iv) the lack of default provisions. By purchasing an Additional Tier 1 Note, each U.S. Holder agrees to treat the Additional Tier 1 Note as an equity interest in the Issuer for U.S. federal income tax purposes. Accordingly, each "interest" payment should be treated as a distribution by the Issuer with respect to such equity interest, and any reference in this discussion to "dividends" or "distributions" refers to the "interest" payments on the Additional Tier 1 Notes. However, the Issuer's characterization of the Additional Tier 1 Notes is not binding on the IRS, and no assurance can be given that the IRS will not assert, or a court would not sustain, a contrary position regarding the characterization of the Additional Tier 1 Notes. Each prospective investor should consult its own tax advisor about the proper characterization of the Additional Tier 1 Notes for U.S. federal income tax purposes. The remainder of this discussion assumes that the Additional Tier 1 Notes will be characterized as equity in the Issuer for U.S. federal income tax purposes.

Automatic Conversion of Additional Tier 1 Conversion Notes into Conversion Shares

A U.S. Holder generally will not recognise any gain or loss in respect of the receipt of the Conversion Shares following an Automatic Conversion. The U.S. Holder's tax basis in the Conversion Shares received will equal the tax basis of the Additional Tier 1 Conversion Notes converted and the holding period of such Conversion Shares will generally include the period during which the Additional Tier 1 Conversion Notes were held prior to such Automatic Conversion.

Payments on Additional Tier 1 Notes and Distributions on Conversion Shares

Payments of stated interest on the Additional Tier 1 Notes (including any applicable withholding thereon and any additional amounts paid in respect of such withholding) and distributions on Conversion Shares will be treated as distributions on stock of the Issuer and as dividends to the extent paid out of the current or accumulated earnings and profits of the Issuer, as determined under U.S. federal income tax principles. Because the Issuer does not expect to maintain calculations of its earnings and profits under U.S. federal income tax principles, it is expected that distributions paid to U.S. Holders generally will be reported as dividends. Subject to the discussion below under "*—PFIC Rules*", the gross amount of any dividend, including any Finnish tax withheld therefrom and any additional amounts, will be includable in a U.S. Holder's gross income as foreign source dividend income when received. Dividends paid in a foreign currency will be included in income in a U.S. dollar amount determined by reference to the exchange rate in effect on the date of actual or constructive receipt, whether or not the foreign currency is converted into U.S. dollars at that time.

With respect to certain non-corporate U.S. Holders, including individual U.S. Holders, dividends will be taxed at the lower capital gains rate applicable to "qualified dividend income", provided that (i) the Issuer is eligible for the benefits of the Treaty, (ii) the Issuer is not a PFIC (as discussed below under "*—PFIC Rules*") for its taxable year in which the dividend is paid and the preceding taxable year, and (iii) certain holding period and other requirements are met. Subject to the conditions above, the Issuer expects that dividends received or accrued on the Additional Tier 1 Notes and the Conversion Shares will give rise to qualified dividend income. U.S. Holders should consult their own tax advisors regarding the availability of this reduced dividend tax rate for interest payments on Additional Tier 1 Notes and dividends on the Conversion Shares in their particular circumstances. Payments received by a U.S. Holder that are treated as dividends generally will be foreign-source income and will not be eligible for the dividends-received deduction generally allowed to corporate U.S. Holders with respect to dividends received from other U.S. corporations.

Subject to applicable limitations that are complex, and some of which vary depending on a U.S. Holder's circumstances, any Finnish income taxes withheld from dividends on the Additional Tier 1 Notes or Conversion Shares may be creditable

against a U.S. Holder's U.S. federal income tax liability to the extent not exceeding the rate provided in the Treaty (if applicable). Instead of claiming a credit, a U.S. Holder may elect to deduct Finnish income taxes in computing such holder's taxable income, subject to complex limitations. An election to deduct foreign income taxes instead of claiming foreign tax credits applies to all taxes paid or accrued in the taxable year to foreign countries and U.S. possessions. The rules governing foreign tax credits are complex; if U.S. Holders become subject to Finnish income taxes, such holders should consult their tax advisors regarding the creditability of foreign taxes in their particular circumstances.

Sale, Exchange or Redemption of Additional Tier 1 Notes and Sale of Conversion Shares

Subject to the discussion below under *"—PFIC Rules*", a U.S. Holder will recognise capital gain or loss (assuming, in the case of a redemption, the U.S. Holder does not own, and is not deemed to own, any of the Issuer's ordinary shares or any other instruments issued by the Issuer that are treated as equity for U.S. federal income tax purposes) upon the sale, exchange, redemption or other taxable disposition of Additional Tier 1 Notes (other than a conversion of the Additional Tier 1 Conversion Notes into Conversion Shares, as discussed above) or sale of Conversion Shares (as discussed under "*—Terms and Conditions of the Additional Tier 1 Conversion Notes—Loss Absorption Mechanism—Settlement Shares Offer*") in an amount equal to the difference between the amount realised on such disposition and the U.S. Holder's adjusted tax basis in the Additional Tier 1 Notes or Conversion Shares (as discussed above), as applicable. A U.S. Holder's tax basis in an Additional Tier 1 Note generally will be the price the U.S. Holder paid for the Additional Tier 1 Note. Any capital gain or loss will be long-term if the Additional Tier 1 Notes have been held for more than one year. Capital gains of non-corporate U.S. Holders (including individuals) derived in respect of capital assets held for more than one year are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

U.S. Holders that own and/or are deemed to own any of the Issuer's ordinary shares or any other instruments issued by the Issuer that are treated as equity for U.S. federal income tax purposes should consult with their own tax advisors as to the tax consequences of a redemption in their particular circumstances (and in particular whether the payment of redemption proceeds could be treated as a dividend for U.S. federal income tax purposes in their particular circumstances).

PFIC Rules

A non-U.S. corporation will be a "passive foreign investment company", or "**PFIC**", for any taxable year in which, after taking into account the income and assets of the corporation and certain subsidiaries pursuant to applicable "look-through rules", either (i) at least 75 per cent of its gross income is "passive income" or (ii) at least 50 per cent of the assets (generally determined on the basis of a quarterly average and generally measured at fair market value) is attributable to assets which produce passive income or are held for the production of passive income. Passive income generally includes interest, dividends, rents, royalties and certain gains, subject to certain active business exceptions, including exceptions for certain active banking income and for certain dealer income.

The application of the PFIC rules to banks is unclear under present U.S. federal income tax law. Banks generally derive a substantial part of their income from assets that are interest bearing or that otherwise could be considered passive under the PFIC rules. The IRS recently issued proposed U.S. Treasury Regulations (the "**2021 Proposed Regulations**"), and previously issued a notice in 1989 (Notice 89-81, the "**Notice**") and proposed regulations in 1996 (as amended in 1998, the "**1998 Proposed Regulations**"), that exclude from passive income any income derived in the active conduct of a banking business by a qualifying foreign bank. The 2021 Proposed Regulations are proposed to be effective for taxable years of shareholders beginning on or after January 14, 2021, while the 1998 Proposed Regulations are proposed to be effective for taxable years beginning after December 31, 1994 and provide that taxpayers may apply the 1998 Proposed Regulations to a taxable year beginning after December 31, 1986, provided the 1998 Proposed Regulations are consistently applied to that taxable year and all subsequent taxable years.

The 2021 Proposed Regulations, the Notice, and the 1998 Proposed Regulations each have different requirements for qualifying as a foreign bank, and for determining the banking income that may be excluded from passive income under the active bank exception, but the preamble to the 2021 Proposed Regulations authorizes taxpayers to rely upon the Notice or the 1998 Proposed Regulations to determine whether income of a foreign bank may be treated as non-passive. Under the Notice, a non-U.S. bank must, among other things, derive at least 60 per cent of its gross income from "bona fide" banking activities, which include the acceptance of deposits from unrelated persons which represent at least 50 per cent of its total liabilities for the taxable year, and making loans to unrelated persons which represent at least 50 per cent of the average principal of all loans outstanding during the taxable year. Under both the 2021 Proposed Regulations and the 1998 Proposed Regulations, a qualifying foreign bank must be licensed in the country of its incorporation to do business as a bank and must also carry on one or more specified activities, including regularly receiving bank deposits from unrelated customers in the course of its banking business. Under the 2021 Proposed Regulations, income earned by an entity that is "predominantly engaged" in the active conduct of a banking, financing or similar business from making loans is generally treated as non-passive income provided that certain requirements are met. Under both the Notice and 1998 Proposed Regulations, loans made in the ordinary course of a banking business are not treated as passive assets, and income from such loans is treated as non-passive income. Under the Notice, however, interbank deposits are not treated as loans made

in the ordinary course of a banking business. Under the 1998 Proposed Regulations, however, such loans are treated as loans made in the ordinary course of a banking business, and, therefore, would not be treated as passive assets.

Because the state of the PFIC rules mentioned above is in flux, and because the value of the Issuer's assets is, for purposes of the PFIC test, determined in part by reference to the aggregate value of the outstanding ordinary shares of the Issuer, which value fluctuates, there can be no assurances that the Issuer was not a PFIC for its mostly recently ended taxable year, or that the Issuer will not be a PFIC for the current taxable year or any future taxable year.

If the Issuer is treated as a PFIC for any taxable year during a U.S. Holder's holding period, unless a U.S. Holder is eligible to, and elects to be taxed annually on a mark to market basis with respect to the Notes, as described below, any gain realized on a sale or other taxable disposition of the Notes and certain "excess distributions" will be treated as ordinary income and will be subject to tax as if (a) the excess distribution or gain had been realized ratably over the U.S. Holder's holding period for the Notes, (b) the amount deemed realized in each year had been subject to tax in each such year at the highest marginal rate for such year (other than income allocated to the current taxable year or any taxable year before the Issuer became a PFIC, which would be subject to tax at the U.S. Holder's regular ordinary income rate for the current year and would not be subject to the interest charge discussed below), and (c) the interest charge generally applicable to underpayments of tax had been imposed on the taxes deemed to have been payable in those years. In addition, payments on the Notes would not be eligible for treatment as "qualified dividend income" as discussed in "*Payments on Additional Tier 1 Notes and Distributions on Conversion Shares*" above. If the Issuer is treated as a PFIC and, at any time, it invests in non-U.S. corporations that are classified as PFICs (a "**Subsidiary PFIC**"), U.S. Holders generally will be deemed to own, and also would be subject to the PFIC rules with respect to, their indirect ownership interest in that Subsidiary PFIC. If the Issuer is treated as a PFIC, a U.S. Holder could incur liability for the deferred tax and interest charge described above if either (1) the Issuer receives a distribution from, or disposes of all or part of its interest in, the Subsidiary PFIC or (2) the U.S. Holder disposes of all or part of the Notes. Further, a U.S. Holder of the Notes would be subject to additional U.S. tax form filing requirements, including reporting on IRS Form 8621 any payments received and gains realized with respect to each PFIC in which the U.S. Holder holds a direct or indirect interest, and the statute of limitations for collections may be suspended for a U.S. Holder that does not file the appropriate form.

In some cases, a U.S. Holder of a PFIC can avoid the interest charge and the other adverse PFIC consequences described above by making a "qualified electing fund" ("**QEF**") election to be taxed currently on its share of the PFIC's undistributed income. The Issuer, however, does not intend to provide information that would allow U.S. Holders to avoid the foregoing consequences by making a QEF election.

A U.S. Holder of stock in a PFIC (but not a Subsidiary PFIC, as discussed below) may make a "mark to market" election, provided the PFIC stock is "marketable stock" as defined under applicable U.S. Treasury Regulations (*i.e.*, "regularly traded" on a "qualified exchange" or "other market"). It is unclear whether instruments such as the Notes, which the Issuer intends on treating as equity for U.S. federal income tax purposes but are denominated as debt instruments, will be treated as stock for purposes of the mark-to-market election. Under applicable U.S. Treasury Regulations, a "qualified exchange" includes a national securities exchange that is registered with the SEC or the national market system established under the Exchange Act, or a foreign securities exchange that is regulated or supervised by a governmental authority of the country in which the market is located and meets certain trading, volume, listing, financial disclosure and other requirements. Under applicable U.S. Treasury Regulations, PFIC stock traded on a qualified exchange is regularly traded on such exchange for any calendar year during which such stock is traded, other than in *de minimis* quantities, on at least fifteen (15) days during each calendar quarter. The Issuer cannot assure U.S. Holders that the Notes will be treated as "marketable stock" for any taxable year.

If an effective mark to market election is made with respect to the Notes from the first taxable year in which the Issuer is a PFIC, an electing U.S. Holder generally would (i) include in gross income, entirely as ordinary income, an amount equal to the excess, if any, of the fair market value of the Notes as of the close of such taxable year and such holder's adjusted tax basis in the Notes, (ii) deduct as an ordinary loss the excess, if any, of such holder's adjusted tax basis of the Notes over the fair market value of the Notes at the end of the taxable year, but only to the extent of the net amount previously included in gross income as a result of the mark to market election and (iii) upon the sale or other taxable disposition of a U.S. Holder's Notes, include any gain recognized as ordinary gain and any loss as ordinary loss, but only to the extent of the net amount previously included in gross income as a result of the mark to market election. A U.S. Holder's adjusted tax basis in the Notes would increase or decrease by the amount of the gain or loss taken into account under the mark to market regime. Although a U.S. Holder may be eligible to make a mark to market election with respect to the Notes, no such election may be made with respect to the stock of any Subsidiary PFIC that such U.S. Holder is treated as owning, because such Subsidiary PFIC stock is not marketable. The mark to market election is made with respect to marketable stock in a PFIC on a shareholder-by-shareholder basis and, once made, is effective for all subsequent tax years unless the Notes are no longer regularly traded on a qualified exchange or other market or the election is revoked with the consent of the IRS. Special rules would apply if the mark to market election is not made for the first taxable year in which a U.S. person owns stock of a PFIC.

The application of the PFIC rules to any Conversion Shares held by a U.S. Holder following an Automatic Conversion should generally be the same as with respect to the Additional Tier 1 Conversion Notes held by such U.S. Holder immediately prior to an Automatic Conversion.

U.S. Holders should consult with their own independent tax advisors regarding the application of the PFIC rules to the Notes and Conversion Shares and the availability and advisability of making an election with respect to the Notes or Conversion Shares to avoid the adverse tax consequences of the PFIC rules should the Issuer be considered a PFIC for any taxable year.

Substitution and Variation of Senior Non-Preferred Notes, Subordinated Notes or Additional Tier 1 Notes

The terms of the Senior Non-Preferred Notes, Subordinated Notes or Additional Tier 1 Notes provide that, in certain circumstances, the Issuer may substitute all (but not some only) of such Notes or vary the terms of such Notes without any requirement for the consent or approval of the holders of such Notes. Depending on their terms, certain substitutions or variations might be treated for U.S. federal income tax purposes as a deemed disposition of such Senior Non-Preferred Notes, Subordinated Notes or Additional Tier 1 Notes by a U.S. Holder in exchange for new notes issued by the Issuer. As a result of this deemed disposition, among other things, a U.S. Holder could be required to recognise capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between the issue price of the new notes (as determined for U.S. federal income tax purposes), and the U.S. Holder's adjusted tax basis in the Senior Non-Preferred Notes, Subordinated Notes or Additional Tier 1 Notes, as applicable, and the new notes (in the case of the Senior Non-Preferred Notes or Subordinated Notes) may be treated as issued with OID. U.S. Holders should consult their tax advisors concerning the U.S. federal income tax consequences to them of a substitution or variation of the terms of the Senior Non-Preferred Notes, Subordinated Notes or Additional Tier 1 Notes.

Reportable Transaction Reporting

Under certain U.S. Treasury Regulations, U.S. Holders that participate in "reportable transactions" (as defined in the regulations) must attach to their U.S. federal income tax returns a disclosure statement on IRS Form 8886. U.S. Holders should consult their own tax advisors as to the possible obligation to file IRS Form 8886 with respect to the ownership or disposition of the Notes, or any related transaction, including without limitation, the disposition of any foreign currency received as interest or as proceeds from the sale or other disposition of the Notes (and in particular, foreign currency Notes) to the extent that such sale or disposition results in a loss in excess of a threshold amount.

Foreign Financial Asset Reporting

Individuals and, to the extent provided by the U.S. Secretary of Treasury in regulations or other guidance, certain domestic entities that hold an interest in a "specified foreign financial asset" are required to attach certain information regarding such assets to their income tax return for any year in which the aggregate value of all such assets exceeds the relevant threshold. A "specified foreign financial asset" includes any debt or equity of a non-U.S. entity, to the extent not held in an account at a financial institution, though accounts at non-U.S. financial institutions may themselves be "specified foreign financial assets". Penalties may be imposed for the failure to disclose such information regarding specified foreign financial assets. U.S. Holders are advised to consult their tax advisors regarding the potential reporting requirements that may be imposed on them by this legislation with respect to their ownership of the Notes.

U.S. Backup Withholding and Information Reporting

Information reporting requirements apply to certain payments on the Notes and to proceeds of the sale, exchange, retirement or other taxable disposition of Notes or sale of Conversion Shares made within the United States or through certain U.S. paying agents, U.S. intermediaries or U.S.-related brokers, to certain U.S. Holders of Notes (other than an exempt recipient). Additionally, the payor will be required to backup withhold on such payments to a U.S. Holder of a Note that is a U.S. person, other than an "exempt recipient", if such holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, the backup withholding requirements. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against such U.S. Holder's U.S. federal income tax liability and may entitle it to a refund, provided the required information is timely furnished to the IRS. U.S. Holders should consult their tax advisors about these rules and any other reporting obligations that may apply to the ownership or disposition of Notes, including requirements related to the holding of certain foreign financial assets.

The above summary is not intended to constitute a complete analysis of all tax consequences relating to the acquisition, ownership, disposition and retirement of Notes. Prospective purchasers of Notes should consult their own tax advisors concerning the tax consequences of their particular situations.

CERTAIN ERISA CONSIDERATIONS

ERISA imposes certain requirements on "employee benefit plans" (as defined in ERISA) subject to Title I of ERISA, including entities such as collective investment funds and separate accounts whose underlying assets include the assets of such plans (collectively, "**ERISA Plans**") and on those persons who are fiduciaries with respect to ERISA Plans.

Section 406 of ERISA and Section 4975 of the Code, prohibit certain transactions involving the assets of an ERISA Plan (Section 4975 of the Code also imposes prohibitions for certain plans that are not subject to Title I of ERISA but which are subject to Section 4975 of the Code, such as individual retirement accounts (together with ERISA Plans, "**Plans**")) and certain persons (referred to as "parties in interest" or "disqualified persons") having certain relationships to such Plans, unless a statutory or administrative exemption is applicable to the transaction. Each of the Issuer, the Arranger, the Dealers, the Calculation Agent, the Fiscal Agent, the Registrar and the Transfer Agent, directly or through their affiliates, may be a party in interest with respect to Plans. A party in interest or disqualified person who engages in a prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and Section 4975 of the Code. Governmental plans (as defined in Section 3(32) of ERISA), non-U.S. plans (as defined in Section 4(b)(4) of ERISA) and certain church plans (as defined in Section 3(33) of ERISA), (collectively, "**Other Plans**") while not subject to the fiduciary responsibility provisions of ERISA or the provisions of Section 4975 of the Code, may nevertheless be subject to other laws substantially similar to such provisions ("**Similar Laws**"). Thus, a fiduciary or other person considering the purchase or holding of the Notes for any Plan or Other Plan should consider whether such purchase or holding might constitute or result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code, or a violation of any Similar Law, as applicable. Unless otherwise specified in the relevant Pricing Supplement, the Notes may not be purchased or held by or with "plan assets" of any Plan or Other Plan, unless such purchase and holding qualifies for exemptive relief from the prohibited transaction rules under ERISA or Section 4975 of the Code. Certain statutory or administrative exemptions may provide such relief to the purchase and holding of the Notes by a Plan, including: Prohibited Transaction Class Exemption ("**PTCE**") 84-14 (certain transactions determined by an independent qualified professional asset manager), PTCE 96-23 (certain transactions determined by an in-house professional asset manager), PTCE 91-38 (certain transactions involving bank collective investment funds), PTCE 90-1 (certain transactions involving insurance company pooled separate accounts) and PTCE 95-60 (certain transactions involving insurance company general accounts). In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provide a limited exemption (the "**service provider exemption**") for the purchase and sale of securities and related lending transactions by a Plan if, among other applicable conditions, (i) the Plan pays no more than, and receives no less than, "**adequate consideration**" (as defined in such exemption) and (ii) neither the Party in Interest nor any of its affiliates directly or indirectly exercises any discretionary authority or control or renders investment advice with respect to the assets of the Plan being used to purchase or hold Notes. Any person proposing to acquire any Notes on behalf of a Plan should consult with counsel regarding the applicability of the prohibited transaction rules and the applicable exemptions thereto and all other relevant considerations. There are no assurances that any administrative or statutory exemptions under ERISA or Section 4975 of the Code will be available and apply with respect to transactions involving the Notes.

Unless otherwise specified in the relevant Pricing Supplement, and except for Additional Tier 1 Notes, the Issuer intends to treat the Notes as indebtedness without any substantial equity features for purposes of applying ERISA or Section 4975 of the Code. If a Plan owns an equity interest in an entity or indebtedness having substantial equity features issued by an entity, the "plan assets" of such Plan may include an undivided portion of the entity's underlying assets to which such equity interest or indebtedness relates, in addition to such equity interest or indebtedness, unless an exception to such "look through" treatment under ERISA applies. There is an exception for an "operating company", which includes a company primarily engaged directly or through majority-owned subsidiaries in the production or sale of products or services (other than the investment of capital). There is little guidance as to what activities constitute the "investment of capital" so as to cause a company to be ineligible to be treated as an "operating company". The Issuer considers itself to qualify, and intends to operate so as to continue to qualify, as an "operating company" under ERISA, although no assurances are provided that such determination will be respected or the qualification might not change based on the Issuer's then-current activities. In the unlikely event that "look-through" treatment under ERISA were to apply to the Issuer, ERISA Plan fiduciaries who decide to acquire the Notes could, under certain circumstances, be liable for prohibited transactions or other violations as a result of their investment in the Notes or as co-fiduciaries for actions taken by or on behalf of the Issuer.

Each original or subsequent purchaser or transferee of a Note will be deemed to represent that either (i) it is not purchasing or holding such Notes (or any interest in such Notes) with the assets of a Plan or a governmental, church, non-U.S. or other plan that is subject to Similar Laws or (ii) its acquisition, holding and disposition of such Notes will not constitute or result in (A) a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or in a violation of any Similar Law or other applicable law) unless an exemption is available (and all conditions have been satisfied) or (B) a similar violation under any applicable Similar Laws. Accordingly, each original or subsequent purchaser or transferee of a Note that is or may become a Plan or a plan subject to Similar Laws is responsible for determining that its purchase and holding of such Note will not constitute a prohibited transaction under ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Laws.

Each purchaser or transferee that is a Plan shall be deemed to represent, warrant and agree that (i) none of the Issuer, the Arranger and the Dealers, nor any of their affiliates, has provided, and none of them will provide, any investment advice within the meaning of Section 3(21) of ERISA to it or to any fiduciary or other person investing the assets of the Plan ("**Plan Fiduciary**") in connection with its decision to invest in the Notes, and they are not otherwise acting as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Plan or the Plan Fiduciary in connection with the Plan's acquisition of the Notes (unless a statutory or administrative exemption applies (all of the applicable conditions of which are satisfied) or the transaction is not otherwise prohibited); and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Notes.

The Notes are contractual financial instruments. The financial exposure provided by the Notes is not and is not intended to be a substitute or proxy for individualised investment management or advice for the benefit of any purchaser or holder of any Notes. The Notes have not been designed and will not be administered in a manner intended to reflect the individualised needs or objectives of any purchaser or holder of any Notes.

Each purchaser or holder of any Notes acknowledges and agrees that:

(i) the purchaser, holder or purchaser or holder's fiduciary has made and will make all investment decisions for the purchaser or holder, and the purchaser or holder has not and will not rely in any way upon the Issuer or its affiliates to act as a fiduciary or advisor of the purchaser or holder with respect to (A) the design and terms of the Notes, (B) the purchaser or holder's investment in the Notes, or (C) the exercise, or failure to exercise, any rights that the Issuer or its affiliates or the purchaser or holder may have under or with respect to the Notes;

(ii) the Issuer and its affiliates have acted and will act solely for their own account in connection with (A) all transactions relating to the Notes and (B) all hedging transactions in connection with their obligations under the Notes;

(iii) any and all assets and positions relating to hedging transactions by the Issuer or its affiliates are assets and positions of those entities and are not assets and positions held for the benefit of any purchaser or holder;

(iv) the interests of the Issuer and its affiliates may be adverse to the interests of any purchaser or holder; and

(v) neither the Issuer nor any of its affiliates are fiduciaries or advisors of the purchaser or holder in connection with any such assets, positions or transactions, and any information that the Issuer or any of its affiliates may provide is not intended to be impartial investment advice.

Each purchaser and holder of the Notes has exclusive responsibility for ensuring that its purchase, holding and/or disposition of the Notes does not violate the fiduciary or prohibited transaction rules of ERISA, Section 4975 of the Code or any Similar Laws. The sale of any Notes to any Plan or Other Plan is in no respect a representation by the Issuer or any of its affiliates or representatives that such an investment is appropriate or meets all relevant legal requirements with respect to investments by Plans or Other Plans generally or any particular Plan or Other Plan. Accordingly, each fiduciary or other person considering an investment in the Notes for any Plan or Other Plan should consult with its legal advisor concerning an investment in, or any transaction involving, the Notes.

THE PRECEDING DISCUSSION IS ONLY A SUMMARY OF CERTAIN ERISA IMPLICATIONS OF AN INVESTMENT IN THE NOTES AND DOES NOT PURPORT TO BE COMPLETE. PROSPECTIVE INVESTORS SHOULD CONSULT WITH THEIR OWN LEGAL, TAX, FINANCIAL AND OTHER ADVISORS PRIOR TO INVESTING IN THE NOTES TO REVIEW THESE IMPLICATIONS IN LIGHT OF SUCH INVESTOR'S PARTICULAR CIRCUMSTANCES.

LEGAL MATTERS

Certain legal matters in connection with the offering of the Notes will be passed upon for the Issuer by White & Case LLP, United States law legal counsel to Nordea, and Hannes Snellman Attorneys Ltd, Finnish law legal counsel to Nordea. Certain legal matters in connection with the offering of the Notes will be passed upon for the Arranger and the Dealers by Linklaters LLP, United States law and English law legal counsel to the Arranger and Dealers and Roschier, Attorneys Ltd., Finnish law legal counsel to the Arranger and Dealers.

AUDITOR

The audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2025, together with the unaudited comparative figures for the year ended and as of 31 December 2024, and the audited consolidated financial statements of the Nordea Group for the year ended and as of 31 December 2024, together with the unaudited restated comparative figures for the year ended and as of 31 December 2023, and the audited financial statements of Nordea Bank Abp, the parent company of the Nordea Group, for the years ended and as of 31 December 2025 and 2024, together with the unaudited comparative figures for the years ended and as of 31 December 2024 and 2023, respectively, have been audited by PricewaterhouseCoopers Oy, Authorised Public Accountants. PricewaterhouseCoopers Oy has been elected as Nordea's auditor until the end of the 2027 AGM.

ADDITIONAL INFORMATION

Clearing Systems

The Notes have been accepted for clearance through DTC, Euroclear and Clearstream, Luxembourg. The appropriate Common Code, CUSIP and ISIN for each Tranche of Notes will be specified in the relevant Pricing Supplement. If the Notes are to clear through an additional or alternative clearing system, the appropriate information will be specified in the relevant Pricing Supplement.

The address of DTC is 570 Washington Boulevard, Jersey City, New Jersey 07310, United States.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium.

The address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg.

Admission to Trading

Application has been made for this Programme Document to be approved by Euronext Dublin and for the Notes to be admitted to the Official List and to trading on the Market. The approval of the Programme in respect of Notes is expected to be granted on or about 12 May 2026.

Listing Agent

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to trading on the Market.

Name and Registered Office of Issuer

The name and registered office of the Issuer will be Nordea Bank Abp, Satamaradankatu (Sw: *Hamnbanegatan*) 5, FI-00020 Nordea, Helsinki, Finland. The Issuer's phone number is +358 9 165 1.

Incorporation and Registration of Issuer

The Issuer was incorporated and registered with the Finnish Trade Register under business identity code 2858394-9 on 27 September 2017. The Legal Entity Identifier (LEI) code of the Issuer is 529900ODI3047E2LIV03.

Objectives of Issuer

According to article 3 of the articles of association of the Issuer, the Issuer engages in business activities that are permitted to a deposit bank pursuant to the Finnish Act on Credit Institutions. The Issuer provides investment services and performs investment activities pursuant to the Finnish Act on Investment Services. Further, in its capacity as parent company, the Issuer attends to and is responsible for overall functions in the Nordea Group, such as management, supervision, risk management and staff functions.

Financial Year and Financial Reporting of Issuer

The financial year of the Issuer runs from 1 January to 31 December. Nordea publishes quarterly unaudited interim financial information.

General Meetings of Issuer

The most recent ordinary annual general meeting of the Issuer was held on 24 March 2026.

Authorisation

The Issuer has obtained all necessary consents, approvals and authorisations in Finland in connection with the establishment of the Programme. The establishment of the Programme has been duly authorised by a resolution of the Issuer's board of directors dated 5 September 2018.

Documents on Display

As long as the securities are listed on the Official List and admitted to trading on the Market, physical copies of the following documents are or, when published, will be available during usual business hours on any day (except on Saturdays, Sundays and public holidays) at the head office of the Issuer at Satamaradankatu (Sw: *Hamnbanegatan*) 5, FI-00020

Nordea, Helsinki, Finland and at the office of the Issuer's Swedish branch at Smålandsgatan 17, SE-105 71 Stockholm, Sweden:

(1) the articles of association, including an English translation thereof (which is a direct and accurate translation of the Swedish original), and Registration Certificate of the Issuer;

(2) the auditor's reports and the audited consolidated financial statements and related notes of the Nordea Group for the year ended and as of 31 December 2025, together with the unaudited comparative figures for the year ended and as of 31 December 2024, and for the year ended and as of 31 December 2024, together with the unaudited restated comparative figures for the year ended and as of 31 December 2023;

(3) the auditor's reports and the audited financial statements and related notes of Nordea Bank Abp, the parent company of the Nordea Group, for the year ended and as of 31 December 2025, together with the unaudited comparative figures for the year ended and as of 31 December 2024, and for the year ended and as of 31 December 2024, together with the unaudited comparative figures for the year ended and as of 31 December 2023;

(4) the most recently published interim consolidated financial statements of the Nordea Group and interim financial statements of the Issuer, together with any review reports prepared in connection therewith;

(5) a copy of this Programme Document;

(6) the fiscal and paying agency agreement and the forms of the Global Notes (each as amended from time to time); and

(7) any future programme documents, information memoranda and supplements, including Pricing Supplements, to this Programme Document and any other documents incorporated by reference herein or therein by reference.

Interests of Natural and Legal Person Involved in any issue of Notes under the Programme

Save for any fees payable to the Dealers, so far as the Issuer is aware, no person involved in the establishment of the Programme has an interest material to the Programme.

Conflicts of Interest

There are no potential conflicts of interest between any duties of the members of the board of directors or Group Leadership Team of the Issuer towards the Issuer and their private interests and/or other duties.

Litigation

Neither the Issuer nor any of its subsidiaries is involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened) which may have, or have had during the 12 months preceding the date of the Programme Document, a significant effect on the financial position or profitability of the Issuer or the Group.

No Material Adverse Change in Prospects or Significant Change in Financial or Trading Position

Since 31 December 2025, the date to which the latest consolidated audited financial statements of the Issuer were prepared, there has been no material adverse change in the prospects of the Issuer or the Nordea Group. Since 31 March 2026, the date to which the latest published consolidated interim financial statements of the Issuer were prepared, (i) there has been no significant change in the financial performance or the financial position of the Issuer or the Nordea Group and (ii) there has been no significant change in the financial or trading position of the Issuer or the Nordea Group.

THE ISSUER

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