

**AMENDMENT AND RESTATEMENT AGREEMENT**

**TO**

**BOND AGREEMENT**

**FOR**

**FRN Santander Consumer Bank AS Perpetual Bonds with  
Issuer Call  
ISIN NO0010835143**

This amendment and restatement agreement (the “ <b>AMENDMENT AND RESTATEMENT AGREEMENT</b> ”) is made between:	
ISSUER:	Santander Consumer Bank AS, a company existing under the laws of Norway with registration number 983 521 592 and LEI-code 549300A08LH2961IPN13; and
BOND TRUSTEE:	Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85.
DATED:	23 April 2024

## 1. BACKGROUND

In the Bondholders Meeting on 23 April 2024, the Bondholders adopted a resolution to amend and restate the bond agreement originally entered into on 26 October 2018 for ISIN NO0010835143 (the “**Bond Agreement**”).

## 2. DEFINITIONS

Unless the contrary intention appears in this Amendment and Restatement Agreement, terms defined in the Bond Agreement have, unless expressly defined herein or otherwise required by the context, the same meaning in this Amendment and Restatement Agreement.

## 3. EFFECTIVE DATE

With effect from 29 April 2024 (the “**Effective Date**”), the Bond Agreement shall be amended and restated as set out in Attachment 1 (*Amended and Restated Bond Agreement*) (the “**Amended and Restated Bond Agreement**”), so that the rights and obligations of the parties hereto and thereto shall be governed by the terms of the Amended and Restated Bond Agreement.

## 4. MISCELLANEOUS

This Amendment and Restatement Agreement is a Finance Document and after the Effective Date all references to the Bond Agreement in the other Finance Documents shall be construed as references to the Bond Agreement as amended by this Amendment and Restatement Agreement.


## 5. GOVERNING LAW


This Amendment and Restatement Agreement is governed by Norwegian law, without regard to its conflict of law provisions. The provisions of Clause 7.2 (*Dispute resolution and legal venue*) of the Bond Agreement shall apply as if set out in full herein.

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This Amendment and Restatement Agreement has been executed by way of electronic signatures.

**SIGNATURES:**

<p><b>The Issuer:</b> <b>Santander Consumer Bank AS</b> <i>Toufik Dragebo</i>  .....</p> <p>By: Position: <i>Capital Markets Analyst</i></p>	<p><b>As Bond Trustee:</b> <b>Nordic Trustee AS</b> <i>Merete Vatsendvik</i> .....</p> <p>By: Merete Vatsendvik Position: Authorised signatory</p>
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MORTEN C.F. HOLME  
SECURED FUNDING LEADER

**Attachment 1**

**AMENDED AND RESTATED BOND AGREEMENT**

*[Attached as a separate document]*

## Amended and Restated Bond Agreement

between the <b>Issuer:</b>	<b>Santander Consumer Bank AS</b>
company no. / LEI no.	983 521 592 / 549300A08LH2961IPN13
and the <b>Bond Trustee:</b>	<b>Nordic Trustee AS</b>
company no. / LEI no.	963 342 624 / 549300XAKTM2BMKIPT85
on behalf of the Bondholders in:	FRN Santander Consumer Bank AS Perpetual Additional Tier 1 Capital Bond. The Bond constitutes <i>Fondsobligasjoner</i> .
with ISIN:	NO0010835143
Entered into:	26 October 2018 (as amended and restated on 29 April 2024 as set out in this amended and restated Bond Agreement)

The Issuer undertakes to issue the Bonds in accordance with the terms set forth in this Bond Agreement.

### 1. Terms of the Issue

The terms of the Issue are as follows, supplemented by the definitions and clarifications set forth in Section 2:

Maximum Amount:	NA	
Amount:	750,000,000	seven hundred and fifty million
Face Value:	1,000,000	
Currency:	NOK (Norwegian kroner)	
Issue Date:	29 October 2018	
Maturity Date:	Perpetual	
Redemption Price:	100% of Face Value (may be adjusted in accordance with Clause 3.7)	
Call:	<p>Call Date: First optional call date on 29 April 2029 (the “<b>First Call Date</b>”) and thereafter on each Coupon Date thereafter, cf. Clause 3.6.</p> <p>Regulatory or tax-related call, cf. Clause 3.6.</p>	Call Price = Redemption Price
Coupon Accrual Date:	Issue Date	
Coupon:	Reference Rate + Margin	
Reference Rate:	3 months (NIBOR)	
Margin:	4.15 percent p.a.	
Coupon Date:	29 January, 29 April, 29 July and 29 October	
Day Count Fraction:	Actual/360	
Additional Return:	NA	
Business Day Convention:	Modified Following Business Day	
Listing:	YES	
Exchange:	Nordic ABM	

## 2. Clarifications and definitions

When used in this Bond Agreement, the following words and terms shall have the following meaning and definition:

Additional Tier 1 Capital:	The part of the Issuer's funds which meet the requirements for classification as Additional Tier 1 capital in accordance with the CRR.
Administrative Action:	Any judicial decision, official administrative pronouncement, and regulatory procedure affecting taxation.
Applicable Banking Regulations:	The laws, regulations, requirements, guidelines and policies relating to capital adequacy and prudential requirements then applicable to the bank, including, without limitation to the generality of the foregoing, the Financial Institutions Act, the Financial Institutions Regulations and the CRR/CRD IV Regulations and any other laws, regulations, requirements, guidelines relating to capital adequacy and prudential supervision as then applied and interpreted in Norway by the Norwegian Ministry of Finance and/or the Norwegian FSA.
AT1 instruments:	The part of the Issuer's funds which meet the requirements for classification as own funds in Article 52 of the CRR complemented by the transitional provisions of Part Ten of the CRR as implemented in Norway.
Attachment:	Any attachments to this Bond Agreement.
Banco Santander Group:	Banco Santander S.A. and any direct or indirect subsidiary thereof.
Bank Recovery and Resolution Directive (BRRD):	Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or superseded from time to time (including, without limitation, by Directive (EU) 2019/879).
Bond Agreement:	This agreement including any Attachments to which it refers, and any subsequent amendments and additions agreed between the parties hereto.
Bond Trustee:	Nordic Trustee AS or its successor(s).
Bond Trustee Agreement:	An agreement to be entered into between the Issuer and the Bond Trustee relating among other things to the fees to be paid by the Issuer to the Bond Trustee for its obligations relating to the Bonds unless otherwise agreed in this Bond Agreement.
Bondholder:	Holder of Bond(s) as registered in the Securities Register, subject however to Clause 5.3 ( <i>Bondholders' rights</i> ).
Bondholders' Meeting:	Meeting of Bondholders as set forth in Section 5 of this Bond Agreement.
Bonds:	The capital instruments issued by the Issuer on the Issue Date pursuant to this Bond Agreement.
Business Day:	Any day when the Norwegian Central Bank's Settlement System is open and when Norwegian banks can settle foreign currency transactions.
Business Day Convention:	Convention for adjusting any relevant payment date (" <b>Payment Date</b> ") if it would otherwise fall on a day that is not a Business Day;

	<ul style="list-style-type: none"> <li>(i) If Modified Business Day is specified, the applicable Payment Date shall be the first following Business Day.</li> <li>(ii) If Modified Following Business Day is specified, the applicable Payment Date shall be the first following Business Day unless that day falls in the next calendar month, in which case the date shall be the first preceding Business Day.</li> <li>(iii) If No Adjustment is specified, the applicable Coupon Payment Date shall not be adjusted even if that day is not a Business Day (payments shall be made on the first following Business Day).</li> </ul>
Call:	Issuer's early redemption right of Bonds at the date(s) stated (the " <b>Call Date</b> ") at corresponding price(s) (the " <b>Call Price</b> "), ref. Clause 3.6. The Call Date shall be adjusted pursuant to the Business Day Convention.
Capital Adequacy:	The capital adequacy of the Issuer from time to time computed in accordance with the Capital Requirement Regulation.
Capital Event:	Change in the regulatory classification of the Bonds under the Applicable Banking Regulations that was not reasonably foreseeable at the time of the Bonds issuance and that would be likely to result in their exclusion in full or in part from the Issuer's own funds (other than as a consequence of write-down or conversion, where applicable) or in reclassification as a lower quality form of the Issuer's own funds and that the Competent Authority considers to be sufficiently certain.
Capital Requirement Regulation (CRR):	Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, as amended or superseded from time to time (including, without limitation, by Regulation (EU) 2019/876).
CET1 Capital Ratio:	The CET1 capital as of such time expressed as a percentage of the total risk exposure amount of the Issuer.
CET1 instruments:	The part of the Issuer's capital instruments which meet the requirements for classification as CET1 instruments under the CRR.
Common Equity Tier 1 (CET1) capital:	The part of the Issuer's funds which meet the requirements for classification as Common Equity Tier 1 capital in Article 50 of the CRR complemented by the transitional provisions of Part Ten of the CRR as implemented in Norway.
Competent Authority:	The Norwegian FSA or such other or successor authority that is responsible for prudential supervision and/or empowered by national law to supervise the Issuer as part of the supervisory system in operation in Norway.
Coupon:	<p>Rate of interest applicable to the Bonds;</p> <ul style="list-style-type: none"> <li>(i) If the Coupon is stated in percentage points, the Bonds shall bear interest at this rate per annum (based on the Day Count Fraction set forth in Section 1), from and including the Coupon Accrual Date to the Maturity Date.</li> <li>(ii) If the Coupon is stated as Reference Rate + Margin the Bonds shall bear interest at a rate per annum equal to the Reference Rate + Margin (based on the Day Count Fraction set forth in Section 1), from and including the Coupon Accrual Date to the first Coupon Date, and</li> </ul>

	thereafter from and including each Coupon Date to the next Coupon Date until Maturity Date.
Coupon Accrual Date:	The date on which interest on the Bond starts to accrue. If NA is specified, Coupon Accrual Date does not apply.
Coupon Date:	Date(s) on which the payment of Coupon falls due. The Coupon Date shall be adjusted pursuant to the Business Day Convention.
CRD:	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, amending Directive 2002/87/EC and repealing Directive 2006/48/EC and 2006/49/EC, amended from time to time, or such other directive as may come into effect in place thereof.
CRR/CRD IV Regulations:	Regulations on capital requirements and national adaptation of CRR/CRD IV of 22 August 2014 no. 1097 (as amended) ( <i>CRR/CRD IV-forskriften</i> ).
Currency:	The currency in which the Bonds are denominated.
Current Principal Amount:	<p>(i) With respect to the Bonds or a Bond (as the context requires), the principal amount thereof calculated on the basis of the original principal amount, as such amount may be reduced on one or more occasions pursuant to the application of the loss absorption mechanism and/or reinstated on one or more occasions following a write-up, as the case may be, as such terms are defined in, and pursuant to, conditions in ‘Consequences of a Trigger Event and Write-Up’ respectively; or</p> <p>(ii) With respect to any other Loss Absorbing Instrument, the principal amount thereof (or amount analogous to a principal amount) calculated on a basis analogous to the calculation of the Current Principal Amount of the Bonds.</p>
Day Count Fraction:	<p>The convention for calculation of payment of Coupon.</p> <p>(i) If 30/360 is specified, the number of days in the relevant coupon period shall be calculated from and including the Coupon Accrual Date/Coupon Date to the next Coupon Date on basis of a year of 360 days with 12 months of 30 days divided by 360, unless (a) the last day in the relevant coupon period is the 31st calendar day but the first day of the relevant coupon period is a day other than the 30th or the 31st day of a month, in which case the month that includes that last day shall not be shortened to a 30-day month, or (b) the last day of the relevant coupon period is the last calendar day in February, in which case February shall not be considered to be lengthened to a 30-day month.</p> <p>(ii) If Actual/360 is specified, the actual number of days in the relevant coupon period shall be from and including the Coupon Accrual Date/Coupon Date to the next Coupon Date. The number of days shall be divided by 360.</p>
Distributable Items:	The amount of the profits at the end of the latest financial year, plus any profits brought forward and reserves available for that purpose before distributions to holders of own funds instruments (excluding, for the avoidance of doubt, any Tier 2 instruments), minus any



	losses brought forward, any profits which are non-distributable pursuant to provisions in Norwegian legislation or the Issuer's articles of association, and sums placed to non-distributable reserves in accordance with applicable Norwegian law or the Issuer's articles of association, in each case with respect to the specific category of own funds instruments to which the Norwegian law, Issuer's articles of association relate; such profits, losses and reserves being determined on the basis of the individual accounts of the Issuer and not on the basis of the (sub)consolidated accounts.
Face Value:	The face value of each Bond.
Finance Document:	These Bond Terms, any Bond Trustee Agreement and any other document designated by the Issuer and the Bond Trustee as a Finance Document.
Financial Sector Entity:	An undertaking which meets the conditions of Article 4(1)(27) CRR.
Financial Institution:	Entity with authorization according to the Norwegian Financial Institutions Act (2015/17) or any other legislation substituting or replacing this Act.
Financial Institutions Act:	Act on financial institutions and financial groups of 10 April 2015 no. 17 ( <i>finansforetaksloven</i> ).
Financial Institutions Regulations:	Regulations on financial institutions and financial groups of 14 December 2016 no. 1502 ( <i>finansforetaksforskriften</i> ).
ISIN:	The identification number of the Bonds (International Securities Identification Number).
Issue:	The issue of Bonds pursuant to this Bond Agreement.
Issue Date:	The date of the Issue.
Issuer:	The person or entity that has issued the Bonds and is the borrower (debtor).
Issuer's Bonds:	Bonds owned by the Issuer, by any party who has decisive influence over the Issuer, or by any party over whom the Issuer has decisive influence, except when 100 % of the Outstanding Bonds are held by the Banco Santander Group.
LEI:	Legal Entity Identifier, a unique 20 character code identifying companies engaged in financial transactions.
Listing:	Indicates listing of the Bonds. If YES is specified, the Issuer shall submit an application in order to have the Bonds listed on the Exchange(s). If NO is specified, no obligation for listing applies, but the Issuer may, at its own discretion, apply for listing.
Loss Absorbing Instrument:	At any time, any AT1 instrument (other than the Bonds) of the Issuer that may have all or some of its principal amount written down (whether on a permanent or temporary basis) or converted (in each case, in accordance with its conditions or otherwise) on the occurrence or as a result of the Issuer's CET1 Ratio falling below a certain trigger level.
Loss Absorbing Written down Instrument:	At any time, any AT1 instrument (other than the Bonds) of the Issuer that has had all or some of its principal amount written down on a temporary basis.
Margin:	Margin expressed in percentage points to be added to the Reference Rate (if the Margin is negative, it shall be deducted from the Reference Rate). If N/A is specified, no Margin applies.
Maximum Amount:	Amount stating the maximum aggregate Face Value of Bonds which may be issued pursuant to this Bond Agreement. If N/A is

	specified, the aggregate Face Value of the Bonds issued may not exceed the amount specified as the Amount.
Maximum Distributable Amount:	<p>Any maximum distributable amount required to be calculated:</p> <ul style="list-style-type: none"> <li>(i) in circumstances where the Section 14-3(5) of the Norwegian Financial Institutions Act applies, no payments (or deemed payments) will be made on the Bonds (whether by way of principal, interest, any additional amounts payable), and any such payment will be cancelled, if and to the extent that such payment would, when aggregated together with other distributions of the kind referred to in Section 14-3(5) of the Norwegian Financial Institutions Act, cause the maximum distributable amount (if any) determined in accordance with the Section 10 of the CRR/CRD IV Regulation (the “MDA”) then applicable to either the Issuer or the SCB Group to be exceeded; and</li> <li>(ii) in circumstances where Section 20-9a of the Norwegian Financial Institutions Act applies, no payments (or deemed payments) will be made on the Bonds (whether by way of principal, interest, any additional amounts payable), and any such payment will be cancelled, if and to the extent that (1) the Norwegian FSA has, at such time, imposed a maximum distributable amount determined in accordance with Section 20-7d of the Norwegian Financial Institutions Regulation (an “M-MDA”) on the Issuer and/or the SCB Group and (2) such payment would, when aggregated together with other distributions of the kind referred to in Section 20-9a(2) of the Norwegian Financial Institutions Act, cause such M-MDA to be exceeded.</li> </ul> <p>Leverage related MDA (“L-MDA”) restrictions, to the extent implemented under Norwegian law and if the Issuer is required to comply with any such applicable restrictions, may also apply.</p>
NIBOR:	(Norwegian Interbank Offered Rate) Interest rate fixed for a defined period on Reuters page NIBR at 12.00 noon Oslo time. In the event that Reuters page NIBR is not available, has been removed or changed such that the quoted interest rate no longer represents, in the opinion of the Bond Trustee, a correct expression of the Reference Rate, an alternative Reuters page or other electronic source which in the opinion of the Bond Trustee and the Issuer gives the same interest rate as the initial Reference Rate shall be used. If this is not possible, the Bond Trustee shall calculate the Reference Rate based on comparable quotes from major banks in Oslo.
Norwegian FSA:	The Financial Supervisory Authority of Norway ( <i>Finanstilsynet</i> ) (“NFSA”).
Original Principal Amount	The principal amount (which, for these purposes, is equal to the Face Value) of the Bonds at the Issue Date without regard to any subsequent Write-Down or Write-Up.
Outstanding Bonds:	The aggregate value of the total number of Bonds not redeemed or otherwise discharged in the Securities Register.
Own Funds:	The part of the Issuer’s funds which meet the requirements for classification as own funds in Article 72 of the CRR complemented

	by the transitional provisions of Part Ten of the CRR as implemented in Norway.
Paying Agent:	The entity acting as registrar for the Bonds in the Securities Register and paying agent on behalf of the Issuer in the Securities Register.
Payment Date:	The date on which any payment shall be made under the Bond Agreement such as Coupon Date and Call Date. Payment Date to be adjusted pursuant to the Business Day Convention.
Redemption Price:	In respect of each Bond, the Original Principal Amount thereof as set out in Section 1.
Relevant Jurisdiction	The country in which the Bonds are issued, being Norway.
Relevant Payments:	The sum of: <ul style="list-style-type: none"> <li>(i) Any payments on the Bonds made or scheduled to be made by the Issuer in the then current financial year of the Issuer; and</li> <li>(ii) Any payments made or scheduled to be made by the Issuer on other CET1 instruments or AT1 instruments in the then current financial year of the Issuer.</li> </ul>
Relevant Record Date:	The date on which a Bondholder's ownership of Bonds shall be recorded in the Securities Register as follows: <ul style="list-style-type: none"> <li>(i) in relation to payments pursuant to this Bond Agreement, the date designated as the Relevant Record Date in accordance with the rules of the Securities Register from time to time; or</li> <li>(ii) for the purpose of casting a vote with regard to Clause 6 (<i>Bondholders' Decisions</i>), the date falling on the immediate preceding Business Day to the date of that Bondholders' decision being made, or another date as accepted by the Bond Trustee.</li> </ul>
SCB Group:	The Issuer and its consolidated subsidiaries.
Securities Register:	The securities register in which the Bonds are registered, being Euronext Securities Oslo (Verdipapirsentralen ASA (VPS)).
Tax Law Change:	<ul style="list-style-type: none"> <li>(i) Any amendment to, or clarification of, or change in the laws or treaties (or any regulations promulgated thereunder) of the Kingdom of Norway or any political subdivision or tax authority thereof or therein affecting taxation;</li> <li>(ii) Any Administrative Action; or</li> <li>(iii) Any amendment to, clarification of, or change in the official position or the interpretation of such Administrative Action or any interpretation or pronouncement that provides for a position with respect to such Administrative Action that differs from the theretofore generally accepted position (in each case) by any legislative body, court, governmental authority or regulatory body, irrespective of the manner in which such amendment, clarification or change is made known, which amendment, clarification or change is effective, or which pronouncement or decision is</li> </ul>

	announced, on or after the Issue Date, and, in any such case, where this changes the applicable tax treatment of the Bonds. For the avoidance of doubt, changes in the assessment of the Competent Authority regarding tax effects are not considered as a Tax Law Change.
Tier 2 instruments:	The part of the Issuer's capital instruments which meet the requirements for classification as Tier 2 instruments in accordance with CRR.
Trigger Event:	A Trigger Event means at any time that the CET1 Capital Ratio of the Issuer falls below 5.125 per cent. Whether a Trigger Event has occurred at any time shall be determined by the Issuer, the Competent Authority and such a calculation shall be binding on the Bondholders.
Voting Bonds:	Outstanding Bonds less Issuer's Bonds.
Write-Down:	A reduction of the Current Principal Amount of each Bond by the relevant Write-Down Amount and Written Down shall be construed accordingly.
Write-Down Amount:	<p>On any Write-Down Date, the amount by which the then Current Principal Amount of each outstanding Bond is to be written down on such date, which shall be no less than the lower of:</p> <ul style="list-style-type: none"> <li>(i) The amount (together with the Write-Down of the other Bonds and the write-down or conversion of any Loss Absorbing Instruments) required to restore the CET1 ratio of the Issuer to 5.125% provided that, with respect to each Loss Absorbing Instrument, (if any) such pro rata write-down or conversion is only taken into account to the extent required to restore the CET1 ratio to the lower of (a) such Loss Absorbing Instrument's trigger level and (b) the trigger level in respect of which a Trigger Event has occurred;</li> <li>(ii) The whole Current Principal Amount, if that Write-Down (together with the Write-Down of the other Bonds and the Write-Down or conversion of any Loss Absorbing Instruments) would be insufficient to restore the CET1 ratio as specified in (i). (Any Loss Absorbing Instrument that may be written down or converted to equity in full but not in part shall be treated as if its terms permitted partial write-down or conversion into equity, only for the purposes of determining the relevant pro rata amounts in the operation of write-down and calculation of the write-down amount.)</li> </ul>

### **3. Other terms of the Issue**

#### **3.1. The purpose of the Issue**

3.1.1. The purpose of the Issue is to refinance the Issuer's existing bonds and for general corporate purposes. The Bonds have been issued on terms so that the Bonds will qualify as Additional Tier 1 capital when measuring the Issuer's Capital Adequacy under the Capital Requirement Regulations.

#### **3.2. Listing and prospectus**

- 3.2.1. In the event that the Bonds are listed on the Exchange, matters concerning the listing requiring the approval of the Bondholders shall be resolved pursuant to the terms of this Bond Agreement.
- 3.2.2. In the event that the Bonds are listed on the Exchange, the Issuer shall submit the documents and the information necessary to maintain the listing.
- 3.2.3. The Issuer shall ensure that this Bond Agreement shall be incorporated in any prospectus and other subscription or information materials related to the Bonds.

### **3.3. Status and Ranking of the Bonds**

- 3.3.1. The Issuer expects the Bonds to be AT1 Instruments of the Issuer. The Bonds constitute direct, unsecured and subordinated obligations of the Issuer and shall, at all times, rank:
  - (i) *Pari passu* without any preference among themselves;
  - (ii) *Pari passu* with (a) the existing AT1 instruments of the Issuer, and (b) any other obligations or capital instruments of the Issuer that rank or are expressed to rank equally with the Bonds in case the Issuer is liquidated, dissolved or otherwise wound-up by way of public administration of the Issuer and the right to receive repayment of capital in case the Issuer is liquidated, dissolved or otherwise wound-up by way of public administration;
  - (iii) Senior to holders of the Issuer's CET1 instruments and any other obligations or capital instruments of the Issuer that rank or are expressed to rank junior to the Bonds in case the Issuer is liquidated, dissolved or otherwise wound-up by way of public administration and the right to receive repayment of capital in case the Issuer is liquidated, dissolved or otherwise wound-up by way of public administration; and
  - (iv) Junior to present or future claims of (a) unsubordinated creditors of the Issuer and (b) subordinated creditors of the Issuer including Tier 2 holders other than the present or future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Bonds.

### **3.4. Security**

- 3.4.1. The Bonds are unsecured.

### **3.5. Coupon Payments**

- 3.5.1. On each Coupon Date the Issuer shall in arrears pay the accrued Coupon amount to the Bondholders.
- 3.5.2. The Issuer may, at its discretion, at any time, elect to cancel (in whole or in part) any payment of Coupon on the Bonds that are scheduled to be paid on a Coupon Date for an unlimited period and on a non-cumulative basis. Upon the Issuer electing to cancel (in whole or in part) any distributions payment on the Bonds, the Issuer shall give notice of such election to the Bond Trustee without undue delay and in any event no later than on the Coupon Date. Any failure to give such notice shall not affect the validity of the cancellation and shall not constitute a default for any purpose. Such notice shall specify the amount of the relevant cancellation and, accordingly, the amount (if any) of the relevant Coupon payment on the Bonds that will be paid on the relevant Coupon Date.
- 3.5.3. Without prejudice to i) such full discretion of the Issuer under 3.5.2 on the Bonds and ii) the prohibition to make payments on the AT1 instruments pursuant to national legislation

implementing Article 141(2) of the CRD, before the Maximum Distributable Amount is calculated, any payment of distributions on the Bonds scheduled to be paid on any Coupon Date shall be cancelled, in whole or in part, if and to the extent that:

- i) The amount of such distributions payment on the Bonds otherwise due, together with any further Relevant Payments, any obligation referred to national legislation implementing Article 141(2)(b) of the CRD, and the amount of any write-ups, where applicable, exceed (in aggregate) the amount of the Maximum Distributable Amount (if any); or
- ii) The payment of such distributions on the Bonds would cause, when aggregated together with other Relevant Payments and any potential write-ups the Distributable Items of the Issuer (as at such Coupon Date then applicable to the Issuer) to be exceeded; or
- iii) The Competent Authority orders the Issuer to cancel the relevant coupon payment on the Bonds (in whole or in part) scheduled to be paid.

3.5.4. Any payments on the Bonds so cancelled, shall be cancelled definitively and shall not accumulate or be payable at any time thereafter. Any accrued but unpaid Coupon on the Bond up to (and including) a Trigger Event (whether or not such Coupon has become due for payment) shall be automatically cancelled. For the avoidance of doubt, any accrued but unpaid distributions from the Trigger Event up to the Write Down Date shall also be automatically cancelled even if no notice has been given to that effect.

3.5.5. Any coupon payment on the Bonds (or part thereof) so cancelled shall not constitute a default by the Issuer for any purpose, and the holders shall have no right thereto, whether in case the Issuer is liquidated, dissolved or otherwise wound-up by way of public administration or otherwise. Any such cancellation of Coupon imposes no restrictions on the Issuer.

In the absence of any notice of cancellation (as referred to above) being given, non-payment (in whole or in part) of the relevant Coupon payment on the Bonds on the relevant Coupon Date shall be evidence of the Issuer having elected or being required to cancel such distributions payment in whole or in part, as applicable.

3.5.6. The Issuer may not apply any counterclaims in set-off against its payment obligations pursuant to this Bond Agreement.

3.5.7. Subject to applicable law, no Bondholder may exercise, claim or plead any right of set-off, netting, compensation or retention (collectively, “**set-off**”) in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with, the Bonds and each Bondholder shall, by virtue of its holding of any Bond, be deemed to have waived all such rights of set-off.

3.5.8. Amounts payable to the Bondholders by the Issuer shall be available to the Bondholders on the date the amount is due pursuant to this Bond Agreement.

### **3.6. Call, Redemption, Repayment or Repurchase**

3.6.1. The Bonds are securities that are not redeemable at the option of the holders and have no fixed redemption date, and the Issuer shall have the right to call, redeem, repay or repurchase them only in accordance with (and subject to) the conditions set out in Articles 77 and 78 of the CRR being met and not before five years from issuance, except where the conditions set out in Article 78(4) of the CRR are met or, in the case of repurchases for market-making purposes, where the conditions set out in Article 29 of the Commission Delegated Regulation

(EU) No 241/2014, as amended (“**CDR**”), are met and particularly with respect to the predetermined amount defined by the Competent Authority as per Article 29(3)(b) of the CDR (cf. Clause 3.6.3 (*Conditions for call, redemption, repayment or repurchase*) below).

3.6.2. The instrument shall become immediately due and payable only in case the Issuer is liquidated, dissolved or otherwise wound-up by way of public administration, subject to the conditions in Clause 3.3 (*Status and Ranking of the Bonds*) above.

**3.6.3. Conditions for call, redemption, repayment or repurchase**

Any call, redemption, repayment or repurchase of the Bonds in accordance with the conditions related to the Issuer’s Call Option (Clause 3.6.6 below), Redemption Due to Taxation (Clause 3.6.7 below) or Redemption for Regulatory Purposes (Clause 3.6.8 below) are subject to both of the following:

- (i) The Issuer obtaining prior permission of the Competent Authority in accordance with Article 78 of the CRR, where either:
  - 1. The Issuer has replaced the Bonds with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer before, or at the same time as, the call, redemption, repayment or repurchase; or
  - 2. The Issuer has demonstrated to the satisfaction of the Competent Authority that the own funds and eligible liabilities of the Issuer would – following such call, redemption, repayment or repurchase – exceed the requirements laid down in CRR and the Financial Institutions Act, Financial Institutions Regulations and CRR/CRD IV Regulation transposing CRD and BRRD by a margin that the competent authority considers necessary;
- (ii) In addition to (i), in respect of a redemption prior to the fifth anniversary of the Issue Date, if and to the extent required under Article 78(4) of the CRR:
  - 1. In the case of redemption upon the occurrence of a Tax Law Change, the Issuer has demonstrated to the satisfaction of the Competent Authority that the change in the applicable tax treatment of the Bonds is material and was not reasonably foreseeable as at the Issue Date; or
  - 2. In the case of redemption upon the occurrence of a Capital Event, the Issuer has demonstrated to the satisfaction of the Competent Authority that the change in the regulatory classification of the Bonds was not reasonably foreseeable as at the Issue Date. For the avoidance of doubt, any refusal of the Competent Authority to grant permission in accordance with Article 78 of the CRR shall not constitute a default for any purpose.

The Issuer shall not give a notice of redemption if a Trigger Event has occurred. If the Issuer has given a notice of redemption and, after giving such notice but prior to the relevant redemption date, a Trigger Event has occurred, the relevant redemption notice shall be automatically revoked and be null and void and the corresponding redemption shall not be made.

3.6.4. Exercise of Call shall be notified by the Issuer to the Bondholders and the Bond Trustee at least fourteen Business Days prior to the relevant Call Date.

3.6.5. If exercising Call, the Issuer shall at the relevant Call Date pay to the Bondholders the Redemption Price plus accrued Coupon on the redeemed Bonds up to the actual date of payment.

### 3.6.6. **Issuer’s Call Option**

Subject to Clause 3.6.3 (*Conditions for call, redemption, repayment or repurchase*), the Issuer may elect, in its sole discretion, to redeem all (but not some only) of the Bonds on the First Call Date or on each Coupon Date thereafter at their Redemption Price.

### 3.6.7. **Redemption Due to Taxation**

In case of a Tax Law Change the Issuer may – subject to Clause 3.6.3 (*Conditions for call, redemption, repayment or repurchase*) – at any time redeem all of the Bonds at their Redemption Price on the relevant date fixed for redemption.

### 3.6.8. **Redemption for Regulatory Purposes**

In case of a Capital Event, the Issuer may – subject to Clause 3.6.3 (*Conditions for call, redemption, repayment or repurchase*) – at any time redeem all (but not some only) of the Bonds at their Redemption Price on the relevant date fixed for redemption.

## 3.7. **Loss Absorption Following a Trigger Event**

3.7.1. If a Trigger Event occurs at any time, all of the following shall apply:

1. The Issuer shall immediately inform the Competent Authority of the occurrence of the Trigger Event;
2. The Issuer shall notify the Bondholders, in an irrevocable manner, that the Trigger Event has occurred (“**Trigger Event Notice**”);
3. The Issuer shall without delay, pro rata with the other Bonds and any other Loss Absorbing Instruments, irrevocably and mandatorily operate a Write-Down of the Bonds by the relevant Write-Down Amount (a “**Loss Absorption Event**”).

The Write-Down of the Bonds shall occur without delay and, in any event, not later than one month (or a shorter period as the Competent Authority may then require) from the occurrence of the relevant Trigger Event (such date being a “**Write-Down Date**”). To the extent that the Write-Down or conversion of any Loss Absorbing Instrument is not effective for any reason, (i) the ineffectiveness of any such write-down or conversion shall not prejudice the requirement to effect a Write-Down of the Bonds and (ii) the write-down or conversion of any Loss Absorbing Instrument that is not effective shall not be taken into account in determining the Write-Down Amount of the Bonds.

A Loss Absorption Event may occur on more than one occasion and the Bonds may be Written Down on more than one occasion.

Any Write-Down of the Bonds shall not constitute an event of default 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 entitle holders to petition for the insolvency or dissolution of the Issuer.

Following a Write-Down of all or part of the Current Principal Amount, holders of the Bonds will automatically and irrevocably lose their rights to receive – and no longer have any rights against the Issuer with respect to – distributions on the Bonds and repayment of the Write-Down amount (but without prejudice to their rights in respect of any reinstated principal amount following a Write-Up).

3.7.2. After a write-down has been effected, the Current Principal Amount of each Bond, unless previously redeemed or repurchased and cancelled, may be increased up to a maximum of its



Original Principal Amount (“**Write-up**”) on a pro rata basis with any other Loss Absorbing Written-Down Instruments (based on the then prevailing Current Principal Amount thereof), provided that the Maximum Write-Up Amount is not exceeded, and is in accordance with the following provisions and with the provisions of Article 21 of the CDR.

- 3.7.3. The “**Maximum Write-Up Amount**” to be attributed to the sum of the Write-Up together with the payment of distributions on the Current Principal Amount of Bonds and any other Loss Absorbing Write-Down Instruments, if any, is the Net Profit (i) multiplied by the aggregate issued Original Principal Amount of all written-down AT1 instruments of the Issuer and (ii) divided by the Tier 1 Capital of the Issuer as at the date when the write-up is operated.

“**Net Profit**” means the lower amount of the net profit calculated on a consolidated and basis, after a formal decision confirming the final profits has been taken.

Any Write-up of the Bonds and any other Loss Absorbing Written-down Instrument or any payment of distributions on the Current Principal Amount of the Bonds and any other Loss Absorbing Written-down Instruments, if any, shall be operated at the full discretion of the Issuer and there shall be no obligation for the Issuer to operate or accelerate a write-up under specific circumstances.

In total, the sum of the amounts of the Write-Ups of the Bonds and any other Loss Absorbing Instruments – together with the amounts of distributions on CET1 instruments of the Issuer and including distributions on Loss Absorbing Written-down Instruments – shall not exceed the Maximum Distributable Amount.

Write-ups may be made on one or more occasions until the Current Principal Amount of the Bonds has been reinstated to the Original Principal Amount.

- 3.7.4. A Write-up shall not be operated while a Trigger Event has occurred and is continuing. A Write-up shall not be affected in circumstances where such a Write-up (together with the write-up of all other Loss Absorbing Written-down Instruments) would cause a Trigger Event to occur.

### **3.8. No events of default**

- 3.8.1. This Bond Agreement does not contain any event of default provision and neither the Bond Trustee nor the Bondholders may declare any event of default by the Issuer of any of its obligations under the Bond Agreement neither on the basis of the Bond Agreement nor on the basis of general principles of Norwegian law. It follows from the status of the Bonds as Additional Tier 1 capital that repayment of the Bonds may only be demanded in case the Issuer is liquidated, dissolved or otherwise wound-up by way of public administration.

## **4. Other terms and conditions**

### **4.1. Conditions precedent**

- 4.1.1. The Bond Trustee shall have received the following documentation no later than 2 – two – Business Days prior to the Issue Date:
- (a) this Bond Agreement duly signed,
  - (b) the Issuer's corporate resolutions to make the Issue,

- (c) confirmations that the relevant individuals are authorized to sign on behalf of the Issuer this Bond Agreement and other relevant documents in relation hereto (Company Certificate, Power of Authority etc.),
- (d) the Issuer's Articles of Association,
- (e) confirmation that the Norwegian FSA will approve the Bonds' status as Additional Tier 1 capital at the Issuer,
- (f) to the extent necessary, any other public authorisations required for the Issue,
- (g) confirmation that the Bonds have been registered in the Securities Register,
- (h) any agreement regarding the Bond Trustee's fees and expenses duly signed,
- (i) confirmation according to Clause 4.2.2 if applicable,
- (j) any other relevant documentation presented in relation to the Issue, and
- (k) any statements (including legal opinions) required by the Bond Trustee regarding documentation in this Clause 4.1.1.

4.1.2. The Bond Trustee may, in its reasonable opinion, waive the deadline or requirements for the documentation as set forth in Clause 4.1.1.

4.1.3. The Issuance of the Bonds is subject to the Bond Trustee's written notice to the Issuer, the manager of the Issue and the Paying Agent that the documents have been controlled and that the required conditions precedent are fulfilled.

## **4.2. Representations and warranties**

4.2.1. At Issue, the Issuer represents and warrants that:

- (a) all information which has been presented in relation to such Issue is, to the best knowledge of the Issuer, in accordance with the facts and contains no omissions likely to effect the importance of the information as regards the evaluation of the Bonds, and that the Issuer has taken all reasonable measures to ensure this,
- (b) the Issuer has made valid resolutions to make such Issue, and such Issue does not contravene any of the Issuer's other liabilities, and
- (c) all required public authorisations have been obtained.

4.2.2. The Bond Trustee may prior to the Issue require a statement from the Issuer confirming the Issuer's compliance with Clause 4.2.1.

## **4.3. Registration of Bonds**

4.3.1. The Issuer shall continuously ensure the correct registration of the Bonds in the Securities Register.

## **4.4. Interest Rate Fixing**

4.4.1. If, pursuant to this Bond Agreement, the Coupon shall be adjusted during the term of the Bonds, any adjustments shall be carried out by the Bond Trustee. The Bondholders, the Issuer, the Paying Agent and the Exchange shall be notified of the new Coupon applicable until the next Coupon Date.

## **4.5. The Issuer's acquisition of Bonds**

4.5.1. Neither the Issuer, nor the Issuer's subsidiaries may acquire any Bonds or indirectly or directly finance the acquisition of any Bonds, except upon approval from the Norwegian FSA.

4.5.2. The Issuer cannot directly or indirectly finance acquisition of Bonds.

4.5.3. The Issuer cannot sell or delete Issuer's Bonds in the Securities Register without approval from the Norwegian FSA.

#### **4.6. Information covenants**

4.6.1. The Issuer undertakes to:

- a) upon request, provide the Bond Trustee with its annual and interim reports and any other information reasonably required by the Bond Trustee,
- b) upon request report to the Bond Trustee the balance of Issuer's Bonds,
- c) without being requested to do so, provide a copy to the Bond Trustee of any notice to its creditors to be made according to applicable laws and regulations,
- d) without being requested to do so, send a copy to the Bond Trustee of notices to the Exchange which have relevance to the Issuer's liabilities pursuant to this Bond Agreement, and
- e) without being requested to do so, inform the Bond Trustee of changes in the registration of the Bonds in the Securities Register.
- f) without being requested to do so, inform the Bond Trustee if a situation as described in Clause 3.5 occurs.

## **5. The Bondholders**

### **5.1. Bond Agreement binding on all Bondholders**

5.1.1. By virtue of being registered as a Bondholder (directly or indirectly) with the Securities Register, the Bondholders are bound by this Bond Agreement and any other Finance Document, without any further action required to be taken or formalities to be complied with by the Bond Trustee, the Bondholders, the Issuer or any other party.

5.1.2. The Bond Trustee is always acting with binding effect on behalf of all the Bondholders.

### **5.2. Limitation of rights of action**

5.2.1. No Bondholder is entitled to take any enforcement action, instigate any insolvency procedures or take other legal action against the Issuer or any other party in relation to any of the liabilities of the Issuer or any other party under or in connection with the Finance Documents, other than through the Bond Trustee and in accordance with this Bond Agreement, provided, however, that the Bondholders shall not be restricted from exercising any of their individual rights derived from this Bond Agreement, including any right to exercise any put option.

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

### **5.3. Bondholders' rights**

- 5.3.1. If a beneficial owner of a Bond not being registered as a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain proof of ownership of the Bonds, acceptable to the Bond Trustee.
- 5.3.2. A Bondholder (whether registered as such or proven to the Bond Trustee's satisfaction to be the beneficial owner of the Bond as set out in paragraph 5.3.1 above) may issue one or more powers of attorney to third parties to represent it in relation to some or all of the Bonds held or beneficially owned by such Bondholder. The Bond Trustee shall only have to examine the face of a power of attorney or similar evidence of authorisation that has been provided to it pursuant to this Clause 5.3 and may assume that it is in full force and effect, unless otherwise is apparent from its face or the Bond Trustee has actual knowledge to the contrary.

## **6. Bondholders' decisions**

### **6.1. Authority of the Bondholders' Meeting**

- 6.1.1. A Bondholders' Meeting may, on behalf of the Bondholders, resolve to alter this Bond Agreement, including, but not limited to, any reduction of principal or interest and any conversion of the Bonds into other capital classes.
- 6.1.2. The Bondholders' Meeting cannot resolve that any overdue payment of any instalment shall be reduced unless there is a pro rata reduction of the principal that has not fallen due, but may resolve that accrued interest (whether overdue or not) shall be reduced without a corresponding reduction of principal.
- 6.1.3. The Bondholders' Meeting may not adopt resolutions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders.
- 6.1.4. Subject to the power of the Bond Trustee to take certain action as set out in Clause 7.1 (*Power to represent the Bondholders*), if a resolution by, or an approval of, the Bondholders is required, such resolution may be passed at a Bondholders' Meeting. Resolutions passed at any Bondholders' Meeting will be binding upon all Bondholders.
- 6.1.5. At least 50 per cent. of the Voting Bonds must be represented at a Bondholders' Meeting for a quorum to be present.
- 6.1.6. Resolutions will be passed by simple majority of the Voting Bonds represented at the Bondholders' Meeting, unless otherwise set out in Clause 6.1.7 below.
- 6.1.7. Save for any amendments or waivers which can be made without resolution pursuant to (i) and (ii) of Clause 8.1.1, a majority of at least 2/3 of the Voting Bonds represented at the Bondholders' Meeting is required for approval of any waiver or amendment of this Bond Agreement.

### **6.2. Procedure for arranging a Bondholders' Meeting**

- 6.2.1. A Bondholders' Meeting shall be convened by the Bond Trustee upon the request in writing of:
- (i) the Issuer;
  - (ii) Bondholders representing at least 1/10 of the Voting Bonds;
  - (iii) the Exchange, if the Bonds are listed and the Exchange is entitled to do so pursuant to the general rules and regulations of the Exchange; or

(iv) the Bond Trustee.

The request shall clearly state the matters to be discussed and resolved.

- 6.2.2. If the Bond Trustee has not convened a Bondholders' Meeting within 10 Business Days after having received a valid request for calling a Bondholders' Meeting pursuant to Clause 6.2.1 above, then the requesting party may call the Bondholders' Meeting itself.
- 6.2.3. Summons to a Bondholders' Meeting must be sent no later than 10 Business Days prior to the proposed date of the Bondholders' Meeting. The Summons shall be sent to all Bondholders registered in the Securities Register at the time the Summons is sent from the Securities Register. If the Bonds are listed, the Issuer shall ensure that the Summons is published in accordance with the applicable regulations of the Exchange. The Summons shall also be published on the website of the Bond Trustee (alternatively by press release or other relevant information platform).
- 6.2.4. Any Summons for a Bondholders' Meeting must clearly state the agenda for the Bondholders' Meeting and the matters to be resolved. The Bond Trustee may include additional agenda items to those requested by the person calling for the Bondholders' Meeting in the Summons. If the Summons contains proposed amendments to this Bond Agreement, a description of the proposed amendments must be set out in the Summons.
- 6.2.5. Items which have not been included in the Summons may not be put to a vote at the Bondholders' Meeting.
- 6.2.6. By written notice to the Issuer, the Bond Trustee may prohibit the Issuer from acquiring or dispose of Bonds during the period from the date of the Summons until the date of the Bondholders' Meeting, unless the acquisition of Bonds is made by the Issuer pursuant to Clause 3.6.3 (*Conditions for call, redemption, repayment or repurchase*).
- 6.2.7. A Bondholders' Meeting may be held on premises selected by the Bond Trustee, or if Clause 6.2.2 above applies, by the person convening the Bondholders' Meeting (however to be held in the capital of the Relevant Jurisdiction). The Bondholders' Meeting will be opened and, unless otherwise decided by the Bondholders' Meeting, chaired by the Bond Trustee. If the Bond Trustee is not present, the Bondholders' Meeting will be opened by a Bondholder and be chaired by a representative elected by the Bondholders' Meeting (the Bond Trustee or such other representative, the "**Chairperson**").
- 6.2.8. Each Bondholder, the Bond Trustee and, if the Bonds are listed, representatives of the Exchange, or any person or persons acting under a power of attorney for a Bondholder, shall have the right to attend the Bondholders' Meeting (each a "**Representative**"). The Chairperson may grant access to the meeting to other persons not being Representatives, unless the Bondholders' Meeting decides otherwise. In addition, each Representative has the right to be accompanied by an advisor. In case of dispute or doubt regarding whether a person is a Representative or entitled to vote, the Chairperson will decide who may attend the Bondholders' Meeting and exercise voting rights.
- 6.2.9. Representatives of the Issuer have the right to attend the Bondholders' Meeting. The Bondholders Meeting may resolve to exclude the Issuer's representatives and/or any person holding only Issuer's Bonds (or any representative of such person) from participating in the meeting at certain times, however, the Issuer's representative and any such other person shall have the right to be present during the voting.
- 6.2.10. Minutes of the Bondholders' Meeting must be recorded by, or by someone acting at the instruction of, the Chairperson. The minutes must state the number of Voting Bonds

represented at the Bondholders' Meeting, the resolutions passed at the meeting, and the results of the vote on the matters to be decided at the Bondholders' Meeting. The minutes shall be signed by the Chairperson and at least one other person. The minutes will be deposited with the Bond Trustee who shall make available a copy to the Bondholders and the Issuer upon request.

- 6.2.11. The Bond Trustee will ensure that the Issuer, the Bondholders and the Exchange are notified of resolutions passed at the Bondholders' Meeting and that the resolutions are published on the website of the Bond Trustee (or other relevant electronically platform or press release).
- 6.2.12. The Issuer shall bear the costs and expenses incurred in connection with convening a Bondholders' Meeting regardless of who has convened the Bondholders' Meeting, including any reasonable costs and fees incurred by the Bond Trustee.

### **6.3. Voting rules**

- 6.3.1. Each Bondholder (or person acting for a Bondholder under a power of attorney) may cast one vote for each Voting Bond owned on the Relevant Record Date, ref. Clause 5.3 (*Bondholders' rights*). The Chairperson may, in its sole discretion, decide on accepted evidence of ownership of Voting Bonds.
- 6.3.2. Issuer's Bonds shall not carry any voting rights, unless 100% of the Outstanding Bonds are held by companies in the Banco Santander Group. The Chairperson shall determine any question concerning whether any Bonds will be considered Issuer's Bonds.
- 6.3.3. For the purposes of this Clause 6, a Bondholder that has a Bond registered in the name of a nominee will, in accordance with Clause 5.3 (*Bondholders' rights*), be deemed to be the owner of the Bond rather than the nominee. No vote may be cast by any nominee if the Bondholder has presented relevant evidence to the Bond Trustee pursuant to Clause 5.3 (*Bondholders' rights*) stating that it is the owner of the Bonds voted for. If the Bondholder has voted directly for any of its nominee registered Bonds, the Bondholder's votes shall take precedence over votes submitted by the nominee for the same Bonds.
- 6.3.4. Any of the Issuer, the Bond Trustee and any Bondholder has the right to demand a vote by ballot. In case of parity of votes, the Chairperson will have the deciding vote.

### **6.4. Repeated Bondholders' Meeting**

- 6.4.1. Even if the necessary quorum set out in Clause 6.1.5 is not achieved, the Bondholders' Meeting shall be held and voting completed for the purpose of recording the voting results in the minutes of the Bondholders' Meeting. The Bond Trustee or the person who convened the initial Bondholders' Meeting may, within 10 Business Days of that Bondholders' Meeting, convene a repeated meeting with the same agenda as the first meeting.
- 6.4.2. The provisions and procedures regarding Bondholders' Meetings as set out in Clause 6.1 (*Authority of the Bondholders' Meeting*), Clause 6.2 (*Procedure for arranging a Bondholders' Meeting*) and Clause 6.3 (*Voting rules*) shall apply mutatis mutandis to a repeated Bondholders' Meeting, with the exception that the quorum requirements set out in Clause 6.1.5 shall not apply to a repeated Bondholders' Meeting. A Summons for a repeated Bondholders' Meeting shall also contain the voting results obtained in the initial Bondholders' Meeting.
- 6.4.3. A repeated Bondholders' Meeting may only be convened once for each original Bondholders' Meeting. A repeated Bondholders' Meeting may be convened pursuant to the procedures of a Written Resolution in accordance with Clause 6.5 (*Written Resolutions*), even if the initial

meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 6.2 (*Procedure for arranging a Bondholders' Meeting*) and vice versa.

## **6.5. Written Resolutions**

- 6.5.1. Subject to this Bond Agreement, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 6.1 (*Authority of the Bondholders' Meeting*) may also be resolved by way of a Written Resolution. A Written Resolution passed with the relevant majority is as valid as if it had been passed by the Bondholders in a Bondholders' Meeting, and any reference in any Finance Document to a Bondholders' Meeting shall be construed accordingly.
- 6.5.2. The person requesting a Bondholders' Meeting may instead request that the relevant matters are to be resolved by Written Resolution only, unless the Bond Trustee decides otherwise.
- 6.5.3. The Summons for the Written Resolution shall be sent to the Bondholders registered in the Securities Register at the time the Summons is sent from the Securities Register and published at the Bond Trustee's web site, or other relevant electronic platform or via press release.
- 6.5.4. The provisions set out in Clause 6.1 (*Authority of the Bondholders' Meeting*), 6.2 (*Procedure for arranging a Bondholders' Meeting*), Clause 6.3 (*Voting rules*) and Clause 6.4 (*Repeated Bondholders' Meeting*) shall apply mutatis mutandis to a Written Resolution, except that:
  - (i) the provisions set out in Clauses 6.2.7, 6.2.8 and 6.2.9; or
  - (ii) provisions which are otherwise in conflict with the requirements of this Clause 6.5, shall not apply to a Written Resolution.
- 6.5.5. The Summons for a Written Resolution shall include:
  - (i) instructions as to how to vote to each separate item in the Summons (including instructions as to how voting can be done electronically if relevant); and
  - (ii) the time limit within which the Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority, which shall be at least 10 Business Days but not more than 15 Business Days from the date of the Summons (the "**Voting Period**").
- 6.5.6. Only Bondholders of Voting Bonds registered with the Securities Register on the Relevant Record Date, or the beneficial owner thereof having presented relevant evidence to the Bond Trustee pursuant to Clause 5.3 (*Bondholders' rights*), will be counted in the Written Resolution.
- 6.5.7. A Written Resolution is passed when the requisite majority set out in Clause 6.1.5 or 6.1.6 has been obtained, based on a quorum of the total number of Voting Bonds, even if the Voting Period has not yet expired. A Written Resolution will also be resolved if the sufficient numbers of negative votes are received prior to the expiry of the Voting Period.
- 6.5.8. The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being obtained.
- 6.5.9. If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the time specified in the summons on the last day of the Voting Period, and a

decision will be made based on the quorum and majority requirements set out in Clauses 6.1.5 to 6.1.7.

## **7. The Bond Trustee**

### **7.1. Power to represent the Bondholders**

- 7.1.1. The Bond Trustee has power and authority to act on behalf of, and/or represent, the Bondholders in all matters, including but not limited to taking any legal or other action, including enforcement of this Bond Agreement, and the commencement of bankruptcy or other insolvency proceedings against the Issuer, or others.
- 7.1.2. The Issuer shall promptly upon request provide the Bond Trustee with any such documents, information and other assistance (in form and substance satisfactory to the Bond Trustee), that the Bond Trustee deems necessary for the purpose of exercising its and the Bondholders' rights and/or carrying out its duties under the Finance Documents.

### **7.2. The duties and authority of the Bond Trustee**

- 7.2.1. The Bond Trustee shall represent the Bondholders in accordance with the Finance Documents, including, inter alia, by following up on the delivery of any compliance certificates and such other documents which the Issuer is obliged to disclose or deliver to the Bond Trustee pursuant to the Finance Documents and, when relevant, in relation to accelerating and enforcing the Bonds on behalf of the Bondholders.
- 7.2.2. The Bond Trustee is not obligated to assess or monitor the financial condition of the Issuer unless to the extent expressly set out in this Bond Agreement, or to take any steps to ascertain whether any breach of any Finance Document has occurred. Until it has actual knowledge to the contrary, the Bond Trustee is entitled to assume that no breach of any Finance Document has occurred. The Bond Trustee is not responsible for the valid execution or enforceability of the Finance Documents, or for any discrepancy between the indicative terms and conditions described in any marketing material presented to the Bondholders prior to issuance of the Bonds and the provisions of this Bond Agreement.
- 7.2.3. The Bond Trustee is entitled to take such steps that it, in its sole discretion, considers necessary or advisable to protect the rights of the Bondholders in all matters pursuant to the terms of the Finance Documents. The Bond Trustee may submit any instructions received by it from the Bondholders to a Bondholders' Meeting before the Bond Trustee takes any action pursuant to the instruction.
- 7.2.4. The Bond Trustee is entitled to engage external experts when carrying out its duties under the Finance Documents.
- 7.2.5. The Bond Trustee shall hold all amounts recovered on behalf of the Bondholders on separated accounts.
- 7.2.6. The Bond Trustee shall facilitate that resolutions passed at the Bondholders' Meeting are properly implemented, provided, however, that the Bond Trustee may refuse to implement resolutions that may be in conflict with this Bond Agreement, any other Finance Document, or any applicable law.
- 7.2.7. Notwithstanding any other provision of the Finance Documents to the contrary, the Bond Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.



7.2.8. If the cost, loss or liability which the Bond Trustee may incur (including reasonable fees payable to the Bond Trustee itself) in:

- (i) complying with instructions of the Bondholders; or
- (ii) taking any action at its own initiative,

will not, in the reasonable opinion of the Bond Trustee, be covered by the Issuer or the relevant Bondholders pursuant to Clauses 7.4.5 and 7.4.7, the Bond Trustee may refrain from acting in accordance with such instructions, or refrain from taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.

7.2.9. The Bond Trustee shall give a notice to the Bondholders before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Bond Trustee under the Finance Documents.

7.2.10. The Bond Trustee may instruct the Securities Register to split the Bonds to a lower nominal value in order to facilitate partial redemptions, write-downs or restructurings of the Bonds or in other situations where such split is deemed necessary.

### **7.3. Equality and conflicts of interest**

7.3.1. The Bond Trustee shall not make decisions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders. The Bond Trustee shall, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.

7.3.2. The Bond Trustee may act as agent, trustee, representative and/or security agent for several bond issues relating to the Issuer notwithstanding potential conflicts of interest. The Bond Trustee is entitled to delegate its duties to other professional parties.

### **7.4. Expenses, liability and indemnity**

7.4.1. The Bond Trustee will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss. Irrespective of the foregoing, the Bond Trustee shall have no liability to the Bondholders for damage caused by the Bond Trustee acting in accordance with instructions given by the Bondholders in accordance with this Bond Agreement.

7.4.2. The Bond Trustee will not be liable to the Issuer for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss.

7.4.3. Any liability for the Bond Trustee for damage or loss is limited to the amount of the Outstanding Bonds. The Bond Trustee is not liable for the content of information provided to the Bondholders by or on behalf of the Issuer or any other person.

7.4.4. The Bond Trustee shall not be considered to have acted negligently in:

- (i) acting in accordance with advice from or opinions of reputable external experts; or

- (ii) taking, delaying or omitting any action if acting with reasonable care and provided the Bond Trustee considers that such action is in the interests of the Bondholders.
- 7.4.5. The Issuer is liable for, and will indemnify the Bond Trustee fully in respect of, all losses, expenses and liabilities incurred by the Bond Trustee as a result of negligence by the Issuer (including its directors, management, officers, employees and agents) in connection with the performance of the Bond Trustee's obligations under the Finance Documents, including losses incurred by the Bond Trustee as a result of the Bond Trustee's actions based on misrepresentations made by the Issuer in connection with the issuance of the Bonds, the entering into or performance under the Finance Documents, and for as long as any amounts are outstanding under or pursuant to the Finance Documents.
- 7.4.6. The Issuer shall cover all costs and expenses incurred by the Bond Trustee in connection with it fulfilling its obligations under the Finance Documents. The Bond Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents. For Nordic Financial Institutions, and Nordic governmental issuers, annual fee will be determined according to applicable fee structure and terms and conditions presented at the Bond Trustee's web site ([www.nordictrustee.com](http://www.nordictrustee.com)) at the Issue Date, unless otherwise is agreed with the Bond Trustee. For other issuers a separate Bond Trustee Agreement will be entered into. The Bond Trustee's obligations under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 7.4.7. The Issuer shall on demand by the Bond Trustee pay all costs incurred for external experts engaged for the purpose of investigating or considering a matter relating to the Issuer or any Finance Document which the Bond Trustee reasonably believes may constitute or lead to a breach of any Finance Document or otherwise be detrimental to the interests of the Bondholders under the Finance Documents.
- 7.4.8. Fees, costs and expenses payable to the Bond Trustee which are not reimbursed in any other way due to the Issuer being insolvent or similar circumstances pertaining to the Issuer, may be covered by making an equal reduction in the proceeds to the Bondholders hereunder of any costs and expenses incurred by the Bond Trustee in connection therewith. The Bond Trustee may withhold funds from any escrow account (or similar arrangement) or from other funds received from the Issuer or any other person, and to set-off and cover any such costs and expenses from those funds.
- 7.4.9. Any public fees payable in connection with this Bond Agreement and fulfilling of the obligations pursuant to this Bond Agreement shall be covered by the Issuer. The Issuer is not responsible for reimbursing any public fees levied on the trading of Bonds.
- 7.4.10. The Issuer is responsible for withholding any withholding tax imposed by Norwegian law.
- 7.4.11. As a condition to effecting any instruction from the Bondholders (including, but not limited to, instructions set out in Clause 6.2 (*Procedure for arranging a Bondholders' Meeting*)), the Bond Trustee may require satisfactory security, guarantees and/or indemnities for any possible liability and anticipated costs and expenses from those Bondholders who have given that instruction and/or who voted in favour of the decision to instruct the Bond Trustee.
- 7.5. Replacement of the Bond Trustee**
- 7.5.1. The Bond Trustee may be replaced by a majority of 2/3 of Voting Bonds in accordance with the procedures set out in Clause 6 (*Bondholders' Decisions*), and the Bondholders may resolve to replace the Bond Trustee without the Issuer's approval.

- 7.5.2. The Bond Trustee may resign by giving notice to the Issuer and the Bondholders, in which case a successor Bond Trustee shall be elected pursuant to this Clause 7.5, initiated by the retiring Bond Trustee.
- 7.5.3. If the Bond Trustee is insolvent, or otherwise is permanently unable to fulfil its obligations under this Bond Agreement, the Bond Trustee shall be deemed to have resigned and a successor Bond Trustee shall be appointed in accordance with this Clause 7.5. The Issuer may appoint a temporary Bond Trustee until a new Bond Trustee is elected in accordance with Clause 7.5.1 above.
- 7.5.4. The change of Bond Trustee shall only take effect upon execution of all necessary actions to effectively substitute the retiring Bond Trustee, and the retiring Bond Trustee undertakes to co-operate in all reasonable manners without delay to such effect. The retiring Bond Trustee shall be discharged from any further obligation in respect of the Finance Documents from the change takes effect, but shall remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Bond Trustee. The retiring Bond Trustee remains entitled to any benefits and any unpaid fees or expenses under the Finance Documents before the change has taken place.
- 7.5.5. Upon change of Bond Trustee, the Issuer shall co-operate in all reasonable manners without delay to replace the retiring Bond Trustee with the successor Bond Trustee and release the retiring Bond Trustee from any future obligations under the Finance Documents and any other documents.

## **8. Amendments and waivers**

### **8.1. Procedure for amendments and waivers**

- 8.1.1. The Issuer and the Bond Trustee (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:
- (i) such amendment or waiver is not detrimental to the rights and benefits of the Bondholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes;
  - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
  - (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 6 (*Bondholders' decisions*).
- 8.1.2. If changes to Applicable Banking Regulations result in the Bonds no longer satisfying the requirements for Additional Tier 1 capital, the Bond Trustee shall upon request from the Issuer and approval from the Norwegian FSA, if required, be entitled (but not required) to make such changes to the Bond Agreement as may be required for the Bonds to qualify as Additional Tier 1 capital.
- 8.1.3. Amendments pursuant to Clause 8.1.2 above are not subject to approval of the Bondholders' meeting and may be resolved by the Bond Trustee with binding effect for all Bondholders.

### **8.2. Authority with respect to documentation**

If the Bondholders have resolved the substance of an amendment to any Finance Document, without resolving on the specific or final form of such amendment, the Bond Trustee shall be considered authorised to draft, approve and/or finalise (as applicable) any required

documentation or any outstanding matters in such documentation without any further approvals or involvement from the Bondholders being required.

### **8.3. Notification of amendments or waivers**

- 8.3.1. The Bond Trustee shall as soon as possible notify the Bondholders of any amendments or waivers made in accordance with this Clause 8, setting out the date from which the amendment or waiver will be effective, unless such notice according to the Bond Trustee's sole discretion is unnecessary. The Issuer shall ensure that any amendment to this Bond Agreement is duly registered with the Securities Register.
- 8.3.2. Prior to agreeing to an amendment or granting a waiver in accordance with (i) of Clause 8.1.1, the Bond Trustee may inform the Bondholders of such waiver or amendment at a relevant information platform.

## **9. Miscellaneous**

### **9.1. Limitation of claims**

All claims under the Finance Documents for payment, including interest and principal, will be subject to the legislation regarding time-bar provisions of the Relevant Jurisdiction.

### **9.2. Access to information**

- 9.2.1. This Bond Agreement will be made available to the public and copies may be obtained from the Bond Trustee or the Issuer. The Bond Trustee will not have any obligation to distribute any other information to the Bondholders or any other person, and the Bondholders have no right to obtain information from the Bond Trustee, other than as explicitly stated in this Bond Agreement or pursuant to statutory provisions of law.
- 9.2.2. In order to carry out its functions and obligations under this Bond Agreement, the Bond Trustee will have access to the relevant information regarding ownership of the Bonds, as recorded and regulated with the Securities Register.
- 9.2.3. The information referred to in Clause 9.2.2 above may only be used for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

### **9.3. Notices, contact information**

- 9.3.1. Written notices to the Bondholders made by the Bond Trustee will be sent to the Bondholders via the Securities Register with a copy to the Issuer and the Exchange (if the Bonds are listed). Any such notice or communication will be deemed to be given or made via the Securities Register, when sent from the Securities Register.
- 9.3.2. The Issuer's written notifications to the Bondholders will be sent to the Bondholders via the Bond Trustee or through the Securities Register with a copy to the Bond Trustee and the Exchange (if the Bonds are listed).
- 9.3.3. Notwithstanding Clause 9.3.1 above and provided that such written notification does not require the Bondholders to take any action under the Finance Documents, the Issuer's written notifications to the Bondholders may be published by the Bond Trustee on a relevant information platform only.

- 9.3.4. Unless otherwise specifically provided, all notices or other communications under or in connection with this Bond Agreement between the Bond Trustee and the Issuer will be given or made in writing, by letter or e-mail. Any such notice or communication will be deemed to be given or made as follows:
- (i) if by letter, when delivered at the address of the relevant party;
  - (ii) if by e-mail, when received; and
  - (iii) if by publication on a relevant information platform, when published.
- 9.3.5. The Issuer and the Bond Trustee shall each ensure that the other party is kept informed of changes in postal address, e-mail address and telephone and contact persons.
- 9.3.6. When determining deadlines set out in this Bond Agreement, the following will apply (unless otherwise stated):
- (i) if the deadline is set out in days, the first day of the relevant period will not be included and the last day of the relevant period will be included;
  - (ii) if the deadline is set out in weeks, months or years, the deadline will end on the day in the last week or the last month which, according to its name or number, corresponds to the first day the deadline is in force. If such day is not a part of an actual month, the deadline will be the last day of such month; and
  - (iii) if a deadline ends on a day which is not a Business Day, the deadline is postponed to the next Business Day.

## **10. Governing law and jurisdiction**

### **10.1. Governing law**

This Bond Agreement are governed by the laws of the Relevant Jurisdiction, without regard to its conflict of law provisions.

### **10.2. Main jurisdiction**

The Bond Trustee and the Issuer agree for the benefit of the Bond Trustee and the Bondholders that the City Court of the capital of the Relevant Jurisdiction shall have jurisdiction with respect to any dispute arising out of or in connection with this Bond Agreement. The Issuer agrees for the benefit of the Bond Trustee and the Bondholders that any legal action or proceedings arising out of or in connection with this Bond Agreement against the Issuer or any of its assets may be brought in such court.

### **10.3. Alternative jurisdiction**

Clause 10 (*Governing law and jurisdiction*) is for the exclusive benefit of the Bond Trustee and the Bondholders and the Bond Trustee have the right:

- (i) to commence proceedings against the Issuer or any of its assets in any court in any jurisdiction; and
- (ii) to commence such proceedings, including enforcement proceedings, in any competent jurisdiction concurrently.

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***SIGNATURES:***

*[intentionally left blank]*