

Securities Note



Protector Forsikring ASA

**FRN Protector Forsikring ASA 2021/Perpetual Restricted Tier
1 Non-Cumulative Callable Bond Issue**

ISIN NO0011170045

3 June 2022

Arrangers

Nordea

Pareto
Securities

IMPORTANT INFORMATION

This document (the “**Securities Note**”) has been prepared by Protector Forsikring ASA (the “**Company**”, “**Borrower**” or “**Issuer**”) in connection with the listing of the securities named “FRN Protector Forsikring ASA 2021 / Perpetual Restricted Tier 1 Non-Cumulative Callable Bond Issue” with ISIN “NO0011170045” (the “**Securities**”, “**Bonds**”, “**Loan**” or “**Bond Issue**”) at Oslo Børs.

The Securities Note has been controlled and approved by the Norwegian FSA in accordance with Sections 7-7 of the Norwegian Securities Trading Act. The Norwegian FSA has not controlled or approved the accuracy or completeness of the information given in the Securities Note. The approval given by the Norwegian FSA relates solely to descriptions included by the Company according to a pre-defined check list of content requirements. The Norwegian FSA has not made any form of control or approval relating to corporate matters described in or otherwise covered by the Securities Note.

New information that is significant for the Company may be disclosed after the Securities Note has been made public, but prior to listing of the Securities. Such information will be published as a supplement to the Securities Note pursuant to Section 7-15 of the Norwegian Securities Trading Act. On no account must the publication or the disclosure of the Securities Note give the impression that the information herein is complete or correct on a given date after the date on the Securities Note, or that the business activities of the Company may not have been changed.

Only the Company as well as Nordea Bank AB and Pareto Securities AS (the “Arrangers”) are entitled to procure information about conditions described in the Securities Note. Information procured by any other person is of no relevance in relation to the Securities Note and cannot be relied on.

Unless otherwise stated, the Securities Note is subject to Norwegian law. In the event of any dispute regarding the Securities Note, Norwegian law will apply.

In certain jurisdictions, the distribution of the Securities Note may be limited by law, for example in the United States of America, Canada, Japan and in the United Kingdom. Approval of the Securities Note by the Norwegian FSA implies that the Securities Note may be used in any EEA country that has implemented the EU Prospectus Directive. No other measures have been taken to obtain authorization to distribute the Securities Note in any jurisdiction where such action is required. Persons that receive the Securities Note are ordered by the Company and the Arrangers to obtain information on, and comply with, such restrictions.

This Securities Note is not an offer to sell or a request to buy bonds. The Securities Note should be read together with the Company’s Registration Document dated 3 June 2022. The Registration Document is still valid because it was approved by the Norwegian FSA less than 12 months ago. The Securities Note together with the Registration Document and any supplements to these documents constitute an official Prospectus relating to the Securities (the “**Prospectus**”).

The content of the Securities Note does not constitute legal, financial or tax advice. The existing owners and potential owners of the Securities should thus on their own account seek legal, financial and/or tax advice.

Contact the Company or the Arrangers to receive copies of the Securities Note.

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1 Summary

Summaries are made up of disclosure requirements due to Article 7 in the REGULATION (EU) 2017/1129 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 14 June 2017.

A Introduction and warning

Disclosure requirement	Disclosure
Warning.	This summary should be read as introduction to the Prospectus. Any decision to invest in the Bonds should be based on consideration of the Prospectus as a whole by the investor. The investor could lose all or part of the invested capital. Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national law, have to bear the costs of translating the Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the prospectus, or where it does not provide, when read together with the other parts of the prospectus, key information in order to aid investors when considering whether to invest in such securities.
Name and international securities identification number ('ISIN') of the securities.	ISIN NO0011170045 FRN Protector Forsikring ASA 2021/Perpetual Restricted Tier 1 Non-Cumulative Callable Bond Issue
Identity and contact details of the Issuer, including its legal entity identifier ('LEI').	Protector Forsikring ASA, Aker Brygge, Støperigata 2, 0250 Oslo, Norway. Incorporated under the laws of Norway with organization number 985 279 721 and LEI-code 5967007LIEEXZXAIO813
Identity and contact details of the offeror or of the person asking for admission to trading on a regulated market.	Not applicable. There is no offeror, the Prospectus has been produced in connection with listing of the securities on the Oslo Børs. The Issuer is going to ask for admission to trading on a regulated market.
Identity and contact details of the competent authority that approved the Prospectus	Financial Supervisory Authority of Norway (Finanstilsynet), Revierstredet 3, 0151 Oslo. Telephone number is +47 22 83 39 50. E-mail: prospekter@finanstilsynet.no.
Date of approval of the Prospectus.	The Prospectus was approved on 3 June 2022.

B Key information on the Issuer

Disclosure requirement	Disclosure									
<i>Who is the issuer of the securities</i>										
Domicile and legal form	The company is domiciled and incorporated under the laws of Norway with organization number 985 279 721 and LEI-code 5967007LIEEXZXAIO813									
Principal activities	<p>Protector is a general insurance company (P&C) headquartered in Norway, and has been listed on the Oslo Stock exchange since 2007. The company started in Norway in 2004, entered Sweden in 2011, Denmark in 2012 and Finland and the UK in 2016. The company has two main business segments: Commercial sector (incl. Affinity) and Public Sector.</p> <p>In 2021, motor insurance and property insurance made up 34% and 33% of the total insurance mix, respectively, each as the two largest products. The geographical mix was Norway: 24%, Sweden 31%, Denmark 15%, Finland 3% and UK 27%.</p>									
Major shareholders										
Major shareholders as of 31 December 2021:										
	<table border="1"> <thead> <tr> <th>Shareholder</th> <th># of shares</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>AWC AS</td> <td>8.370.828</td> <td>10.15%</td> </tr> <tr> <td>STENSHAGEN INVEST AS</td> <td>7.526.353</td> <td>9.12%</td> </tr> </tbody> </table>	Shareholder	# of shares	%	AWC AS	8.370.828	10.15%	STENSHAGEN INVEST AS	7.526.353	9.12%
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AWC AS	8.370.828	10.15%								
STENSHAGEN INVEST AS	7.526.353	9.12%								

VERDIPAPIRFOND ODIN NORDEN	6.367.205	7.72%																													
CITIBANK EUROPE PLC	5.025.410	6.09%																													
VERDIPAPIRFONDET ALFRED BERG GAMBA	3.850.053	4.67%																													
HVALER INVEST AS	2.811.809	3.41%																													
CLEARSTREAM BANKING S.A.	2.510.639	3.04%																													
ARTEL AS	1.800.000	2.18%																													
VERDIPAPIRFONDET ALFRED BERG NORGE	1.676.386	2.03%																													
MP PENSJON PK	1.533.301	1.86%																													
PERSHING LLC	1.513.303	1.83%																													
UTMOST PANEUROPE DAC - GP11940006	1.487.000	1.80%																													
DANSKE BANK A/S	1.159.321	1.41%																													
VERDIPAPIRFONDET ALFRED BERG AKTIV	1.141.128	1.38%																													
VERDIPAPIRFONDET NORDEA NORGE VERD	1.112.327	1.35%																													
STATE TREET BANK AND TRUST COMP	1.012.327	1.23%																													
JOHAN VINJE AS	937.841	1.14%																													
VEVLEN GÅRD AS	937.454	1.14%																													
AAT INVEST AS	900.000	1.09%																													
AVANZA BANK AB	858.890	1.04%																													
20 LARGEST	52.531.575	63.67%																													
OWN SHARES	128.031	0.16%																													
OTHER SHARES	29.840.394	36.17%																													
TOTAL SHARES	82.500.000	100.00%																													
Management	<table border="1"> <thead> <tr> <th>Name</th> <th>Position</th> <th>Business address</th> </tr> </thead> <tbody> <tr> <td>Henrik Høye</td> <td>CEO</td> <td>Aker Brygge, Støperigata 2, 0250 Oslo, Norway</td> </tr> <tr> <td>Hans Didring</td> <td>Deputy CEO</td> <td>Aker Brygge, Støperigata 2, 0250 Oslo, Norway</td> </tr> <tr> <td>Ditlev De Vibe Vanay</td> <td>CFO</td> <td>Aker Brygge, Støperigata 2, 0250 Oslo, Norway</td> </tr> <tr> <td>Lars Kristiansen</td> <td>CM Norway</td> <td>Aker Brygge, Støperigata 2, 0250 Oslo, Norway</td> </tr> <tr> <td>Leonard Bijl</td> <td>IT Director</td> <td>Aker Brygge, Støperigata 2, 0250 Oslo, Norway</td> </tr> <tr> <td>Stuart Winter</td> <td>CM UK</td> <td>Aker Brygge, Støperigata 2, 0250 Oslo, Norway</td> </tr> <tr> <td>Anders Blom Monberg</td> <td>CM Denmark</td> <td>Aker Brygge, Støperigata 2, 0250 Oslo, Norway</td> </tr> <tr> <td>Fredrik Landelius</td> <td>CM Sweden / Resp. Finland</td> <td>Aker Brygge, Støperigata 2, 0250 Oslo, Norway</td> </tr> <tr> <td>Dag Marius Nereng</td> <td>CIO</td> <td>Aker Brygge, Støperigata 2, 0250 Oslo, Norway</td> </tr> </tbody> </table>	Name	Position	Business address	Henrik Høye	CEO	Aker Brygge, Støperigata 2, 0250 Oslo, Norway	Hans Didring	Deputy CEO	Aker Brygge, Støperigata 2, 0250 Oslo, Norway	Ditlev De Vibe Vanay	CFO	Aker Brygge, Støperigata 2, 0250 Oslo, Norway	Lars Kristiansen	CM Norway	Aker Brygge, Støperigata 2, 0250 Oslo, Norway	Leonard Bijl	IT Director	Aker Brygge, Støperigata 2, 0250 Oslo, Norway	Stuart Winter	CM UK	Aker Brygge, Støperigata 2, 0250 Oslo, Norway	Anders Blom Monberg	CM Denmark	Aker Brygge, Støperigata 2, 0250 Oslo, Norway	Fredrik Landelius	CM Sweden / Resp. Finland	Aker Brygge, Støperigata 2, 0250 Oslo, Norway	Dag Marius Nereng	CIO	Aker Brygge, Støperigata 2, 0250 Oslo, Norway
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Statutory auditors	ERNST & YOUNG AS																														
What is the key financial information regarding the Issuer																															

Key financial information		
Protector Forsikring ASA		
Amount in 1,000NOK	2021 Audited	2020 Audited
Operating profit	1,203,973	981,573
Interest bearing debt	1,384,664	1,473,035
Net Cash flows from operating activities	969,945	(41,733)
Net Cash flows from financing activities	(809,524)	168,085
Net Cash flow from investing activities	(52,815)	(15,804)
<i>What is the key risk factors that are specific to the Issuer</i>		
Most material key risk factors	<i>Risks related to the Company and the market in which it operates:</i> <ul style="list-style-type: none"> • Currency risk • Interest rate risk • Liquidity risk • Credit risk • Operational risk • Strategic risk 	

C Key information on the securities

Disclosure requirements	Disclosure
<i>What are the main features of the securities</i>	
Description of the securities, including ISIN code.	<p>ISIN NO0011170045 FRN Protector Forsikring ASA 2021/Perpetual Restricted Tier 1 Non-Cumulative Callable Bond Issue, Issue date 14 December 2021</p> <p>Floating interest rate, payable 14 March, 14 June, 14 September, 14 December each year subject to adjustment in accordance with the Business Day Convention. Coupon Rate is Reference Rate + Margin, where Reference Rate means 3 months NIBOR and Margin (4.75 % per annum). Issue amount NOK 350,000,000.</p> <p>Issuer has optional redemption call 14 December 2026, and on any Interest Payment Date thereafter at 100% of the Initial Nominal Amount, subject to any adjustment following a Reduction of Principal, plus accrued and unpaid interest but excluding cancelled interest (if any) in accordance with Cancellation of Payments (if any)).</p> <p>Nordic Trustee AS (as the Bond Trustee) enters into the Bond Terms on behalf of the Bondholders and is granted authority to act on behalf of the Bondholders to the extent provided for in the Bond Terms.</p>
Description of the rights attached to the securities, limitations to those rights and ranking of the securities.	<p>Optional redemption call</p> <p>If the Issuer provides satisfactory evidence to the holders of the Bonds, represented by the Trustee, that a:</p> <ul style="list-style-type: none"> (i) Capital Disqualification Event; (ii) Rating Agency Event; or (iii) Taxation Event; <p>has occurred when the Bonds are outstanding, the Issuer may subject to (i) no Capital Requirement Breach having occurred or would occur as a result of a redemption, (ii) prior consent of the Issuer Supervisor, and (iii) the provisions of (c) of "Preconditions to redemption, purchase" below, variation or substitution) below (as applicable), redeem all</p>

	(but not only some) of the outstanding Bonds at the Redemption Price, without any premium or penalty, however, together with any accrued and unpaid interest to (but excluding) the repayment date.
Status of the bonds and transaction security.	<p>The Bonds will constitute Restricted Tier 1 Instruments of the Issuer under the Applicable Regulations, and constitute direct, unsecured and subordinated debt obligations, and will in connection with a Bankruptcy Event of the Issuer rank:</p> <p>(a) <i>pari passu</i> without any preference among the Bonds; (b) <i>pari passu</i> with all outstanding Parity Obligations; (c) in priority to payments to creditors in respect of Junior Obligations; and (d) junior in right of payment to any present or future claims of (i) policyholders of the Issuer, (ii) any other unsubordinated creditors of the Issuer, and (iii) subordinated creditors of the Issuer other than the present and future claims of creditors that rank or are expressed to rank <i>pari passu</i> with or junior to the Bonds to the extent permitted by the Applicable Regulations in order for the Bonds to be classified as Restricted Tier 1 Instruments.</p>
Any restrictions on the free transferability of the securities.	<p>The Bonds are freely transferable and may be pledged, subject to the following:</p> <p>(a) Bondholders located in the United States will not be permitted to transfer the Bonds except (a) subject to an effective registration statement under the Securities Act, (b) to a person that the Bondholder reasonably believes is a QIB within the meaning of Rule 144A that is purchasing for its own account, or the account of another QIB, to whom notice is given that the resale, pledge or other transfer may be made in reliance on Rule 144A, (c) outside the United States in accordance with Regulation S under the Securities Act, including in a transaction on the Oslo Børs and (d) pursuant to any other exemption from registration under the Securities Act, including Rule 144 thereunder (if available). (b) The Bonds may not, subject to applicable Canadian laws, be traded in Canada for a period of four months and a day from the date the Bonds were originally issued. (c) Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable from time to time under local laws to which a Bondholder may be subject (due e.g. to its nationality, its residency, its registered address, its place(s) for doing business). Each Bondholder must ensure compliance with local laws and regulations applicable at own cost and expense.</p> <p>Notwithstanding the above, a Bondholder which has purchased the Bonds in contradiction to mandatory restrictions applicable may nevertheless utilise its voting rights under the Bond Terms.</p>
<i>Where will the securities be traded</i>	
Indication as to whether the securities offered are or will be the object of an application for admission to trading.	An application for admission to trading on the Oslo Børs will be made once the Prospectus has been approved.
<i>Is there a guarantee attached to the securities?</i>	No
<i>What are the key risks that are specific to the securities</i>	
Most material key risks	<p>The Bonds may not be a suitable investment for all investors;</p> <ul style="list-style-type: none"> • Risk of being unable to repay the Bonds. • Risks related to the market for the Bonds.

D Key information on the admission to trading on a regulated marked

Disclosure requirements	Disclosure
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<p>Under which conditions and timetable can I invest in this security?</p>	<p>The Loan was initially offered to professional, certain non-professional and eligible investors prior to the Issue date. The Loan is freely negotiable, however certain purchase or selling restrictions may apply to Bondholders under applicable local laws and regulations from time to time. There is no market-making agreement entered into in connection with the Bond Issue.</p> <hr/> <p>The estimate of total expenses related to the Bond Issue are as follow:</p> <table border="1" data-bbox="532 363 1203 527"> <thead> <tr> <th>External party</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>The Norwegian FSA</td> <td>NOK 72,000.00</td> </tr> <tr> <td>Legal fees</td> <td>NOK128,562.50</td> </tr> <tr> <td>The Lead Managers</td> <td>NOK1,750,000</td> </tr> <tr> <td>Total</td> <td>NOK1,950,562.50</td> </tr> </tbody> </table> <hr/> <p>Admission to trading on a regulated market will take place as soon as possible after this Securities Note has been approved by the Norwegian FSA.</p>	External party	Cost	The Norwegian FSA	NOK 72,000.00	Legal fees	NOK128,562.50	The Lead Managers	NOK1,750,000	Total	NOK1,950,562.50
External party	Cost										
The Norwegian FSA	NOK 72,000.00										
Legal fees	NOK128,562.50										
The Lead Managers	NOK1,750,000										
Total	NOK1,950,562.50										
<p>Why is the Prospectus being produced?</p>	<p>In connection with listing of the securities on the Oslo Børs.</p>										
<p>Reasons for the admission to trading on a regulated market and use of proceeds</p>	<p><i>Use of proceeds</i> The Issuer intends to use the net proceeds from the Issue as follows:</p> <ul style="list-style-type: none"> Refinancing of Restricted Tier 1 Instruments and for general corporate purposes, and for the Bonds to qualify as Restricted Tier 1 Instruments of the Issuer for the purpose of the Applicable Regulations as determined by the Issuer Supervisor Regulations as determined by the Issuer Supervisor <p>Estimated net amount of the proceeds is approximately: NOK [348] million.</p>										
<p>Underwriting agreement</p>	<p>Not applicable. The Prospectus has been produced in connection with listing of the securities on the Oslo Børs and not in connection with an offer.</p>										
<p>Description of material conflicts of interest to the issue including conflicting interests.</p>	<p>The involved persons in the Issue have no interest, nor conflicting interests that are material to the Bond Issue.</p> <p>Nordea Bank Abp, Norwegian Branch and Pareto Securities AS, the Joint Lead Managers, have assisted the Company in preparing the Prospectus. The Joint Lead Managers and/or affiliated companies and/or officers, directors and employees may be a market maker or hold a position in any instrument or related instrument discussed in the Prospectus and may perform or seek to perform financial advisory or banking services related to such instruments. The Joint Lead Managers' corporate finance department may act as manager for this Company in private and/or public placement and/or resale not publicly available or commonly known.</p>										

2 Risk Factors

All investments in interest bearing securities have risk associated with such investment. The risk is related to the general volatility in the market for such securities, varying liquidity in a single bond issue as well as company specific risk factors. An investment in interest bearing securities is only suitable for investors who understand the risk factors associated with this type of investments and who can afford a loss of all or part of the investment. Please refer to the Registration Document dated 3 June 2022 for a listing of company specific risk factors.

2.1 Risks related to the bonds

There is a risk that the value of the Bonds may decrease due to changes in relevant market risk factors. The price of a single bond issue will, generally, fluctuate due to general developments in the financial market, as well as, specifically, investor interest in (and, thus, the liquidity of) the Bonds. Accordingly, there is a risk that the value of the Bonds may decrease in spite of an underlying positive development in the Issuer's business activities.

If the Issuer's early redemption right (ordinary or conditional (Regulatory Call, Tax Call and/or Rating Call) as stated in the Bond Terms) is exercised, the Call Price is 100 % of the applicable denomination at the time of an early redemption. The Call Price may limit the market value of the Bonds and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.

Liquidity risk

Missing demand for the bonds may result in a loss for the bondholder in the form of not getting access to liquidity through sale of the bonds but has to wait until maturity for the bonds to receive liquidity.

Interest rate risk

The interest rate or coupon of this instrument will most likely consist of two elements: a) 3 month NIBOR and b) the Margin. The risk is associated with the variability of the sum of these two components. The Margin is fixed at issuance of the bonds and will not represent a risk for an investor as regards the interest income from the bonds. 3 month NIBOR is a reference rate for pricing of 3 month liquidity in the market and will vary over time. The coupon is reset quarterly based on actual 3 month NIBOR plus Margin. This means the risk to interest income from the bonds is associated with the changes in NIBOR. When trading this instrument, the investor is exposed to the risk of changes in market changes in 3 month NIBOR as well as changes in market changes to the margin investors are willing to trade the bonds. These changes will affect the price of the bonds.

Interest rates and indices which are deemed to be "benchmarks", (including NIBOR) are subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted.

There is always a settlement risk that the settlement of bonds does not take place as agreed and a credit risk that the Issuer fails to make the required payments under the Bond (either principal or interest).

Settlement risk

The risk that the settlement of the Securities does not take place as agreed. The settlement risk consists of the failure to pay or the failure to deliver the bonds.

Credit risk

The risk that the Company fails to make the required payments (either principal or interest). Market risk is the risk that the value of the Securities will decrease due to the change in value of the market risk factors. The price volatility of a single bond issue will fluctuate in accordance with the interest rate and credit markets in general, the market view of the credit risk of that particular bond issue, and the liquidity of this bond issue in the market. In spite of an underlying positive development in the Company, the price of a bond may fall independent of this fact. Bond issues with a relatively short tenor and a floating rate coupon rate do however in general carry a lower price volatility compared to securities with a longer tenor and/or with a fixed coupon rate.

No market-maker agreement is entered into in relation to this bond issue, and the liquidity of bonds will at all times depend on the market participants view of the credit quality of the Company as well as established and available credit lines.

2.2 Risk factors that especially apply to Restricted Tier 1 Own Funds instruments ("RT1")

The Bond is a perpetual bond issue with no maturity date but may be redeemed by the Issuer at its discretion five years from issuance and onwards, provided the conditions for redemption (as described in the Term Sheet) are all met including but not limited to the continued solvency of the Issuer and an approval from the Issuer Supervisor.

Due to the status of the RT1 Bonds as direct, unsecured and subordinated debt obligations of the Issuer, in connection with a Bankruptcy Event of the Issuer, the RT1 Bonds will rank: a) pari passu without any preference among each Bond, b) pari passu with all outstanding Parity Obligations, c) in priority to payments to creditors in respect of any Junior Obligations, and d) junior in right of payment to (i.e. be subordinated to) any present or future claims of (i) policyholders of the Issuer, and (ii) any other unsubordinated creditors of the Issuer, and (iii) subordinated creditors of the Issuer other than the present and future claims of creditors that rank or are expressed to rank pari passu with or junior to the RT1 Bonds to the extent permitted by Applicable Regulations in order for the RT1 Bonds to be classified as Restricted Tier 1 Instruments. In case of a Bankruptcy Event, payments to investors in subordinated debt will depend on funds left after payments are made to unsubordinated creditors and creditors with higher ranking. This may result in a loss for the bondholder. From the status of the RT1 Bonds it also follows that the interest payments may be suspended without any accumulation. As a consequence, the investor may lose income from not receiving coupon and not being able to reinvest the interest. Finally, if the audited accounts of the Issuer show that a substantial part of its subordinated debt capital has been lost, the loss may be absorbed by reduction of the denomination without any accompanying payment to the investors.

Interest payments under the Restricted Tier 1 instrument may be optionally or mandatorily cancelled. The interest payment obligations of the Issuer under the Bond Terms are conditional upon the Issuer being Solvent at the time of payment and still being solvent immediately thereafter (the "Solvency Condition"). Other than in a Bankruptcy Event, no amount will be payable under or arising from the RT1 Bonds except to the extent that the Issuer could make such payment in satisfaction of the Solvency Condition. Any actual or anticipated cancellation or of interest payments is likely to have an adverse effect on the market price of the RT1 Bonds.

A breach of Solvency capital requirement as stated in the Bond Terms may result in a permanently or temporarily write down of the principal amount, in whole or in parts. A write down may lead to a reduction of the denomination of each Bond in the CSD in order to achieve a pro rata reduction between the Bondholders, and pro rata drawing between the Bonds. A write down may be reinstated at the discretion of the Issuer.

3 Persons Responsible

3.1 Persons responsible for the information

Persons responsible for the information given in the Prospects are as follows:

Protector Forsikring ASA, Aker Brygge, Støperigata 2, 0250 Oslo, Norway.

3.2 Declaration by persons responsible

The Issuer confirms that the information contained in the Prospectus is, to the best of its knowledge, in accordance with the facts and that the Registration Document makes no omissions likely to affect its import.

Oslo (Norway), 3 June 2022

Protector Forsikring ASA

Henrik Høye
CEO

3.3 Competent Authority Approval

Protector Forsikring ASA confirms that:

- (a) the Securities Note has been approved by the Norwegian FSA, as competent authority under Regulation (EU) 2017/1129;
- (b) the Norwegian FSA only approves this Securities Note as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129;
- (c) such approval shall not be considered as an endorsement of the quality of the securities that are the subject of this Securities Note;
- (d) investors should make their own assessment as to the suitability of investing in the securities.

4 Information Concerning the Securities

Issuer:	Protector Forsikring ASA (org. number 985 279 721, Aker Brygge, Støperigata 2, 0250 Oslo, Norway. Incorporated under Norwegian laws and legislation)
LEI-code:	5967007LIEEXZXAI0813
ISIN:	NO0011170045
Currency:	NOK (Norwegian Kroner)
Principal Amount:	NOK 350,000,000
Nominal Amount:	The Bonds will have a nominal value of NOK 1,000,000 each.
Issue Price:	100% of the Initial Nominal Amount.
Interest Rate:	The Reference Rate plus the Margin. (If the Interest Rate becomes negative, the Interest Rate shall be deemed to be zero.)
Reference Rate:	3 months NIBOR.
Margin:	4.75 % p.a.
Interest Payments:	Interest on the Bonds will accrue from and including the Settlement Date and be payable quarterly in arrears on the Interest Payment Dates (as defined below) in each year, or if not a Norwegian banking day on the first subsequent banking day. Day count fraction is "act/360" and Business Day convention is "modified following".
Business Day:	Any day on which the CSD settlement system is open and the relevant currency settlement system is open.
Interest Period:	The interest period shall be each period beginning on and including the Settlement Date for the relevant Bonds or any Interest Payment Date and ending on the next Interest Payment Date.
Interest Payment Dates:	Expected 8 March, 8 June, 8 September and 8 December each year (each date an "Interest Payment Date").
First Interest Payment Date:	14 March 2022
Settlement Date:	14 December 2021
Maturity Date:	Perpetual

- Amortisation:** The Bonds will not be subject to any mandatory instalments.
- First Call Date:** 14 December 2026, five years after the Settlement Date.
- NIBOR:** Means, for FRN, the Norwegian Interbank Offered Rate, being
- a) the interest rate fixed for a period comparable to the relevant Interest Period published by Global Rate Set Systems (GRSS) at approximately 12.00 (Oslo time) on the Reset Date; or
 - b) if paragraph (a) above is not available for the relevant Interest Period;
 - i) the linear interpolation between the two closest relevant interest periods, and with the same number of decimals, quoted under paragraph (a) above; or
 - ii) a rate for deposits in the relevant currency for the relevant Interest Period as supplied; or
 - c) if the interest rate under paragraph (a) is no longer available, the interest rate will be set by the Bond Trustee in consultation with the Issuer to:
 - i) any relevant replacement reference rate generally accepted in the market; or
 - ii) such interest rate that best reflects the interest rate for deposits in NOK offered for the relevant Interest Period.

Information about the past and the future performance of the NIBOR and its volatility can be obtained at: <https://most.referanserenter.no/nibor-rates.html>. Rates are available for free for the past 90 days – for more information a subscription is required.

- Yield:** Dependent on the market price. Yield for the Interest Period (14 March 2022 – 14 June 2022) is 6.12 % p.a. assuming a price of 100.00 %.

The yield is calculated in accordance with «Anbefaling til Konvensjoner for det norske sertifikat- og obligasjonsmarkedet» prepared by Norske Finansanalytikeres Forening in January 2020:

<https://finansanalytiker.no/innlegg/januar-2020-oppdatert-konvensjon-for-det-norskesertifikat-og-obligasjonsmarkedet>

- Redemption Price:** 100% of the Initial Nominal Amount, subject to any adjustment following a Reduction of Principal, plus accrued and unpaid interest but excluding cancelled interest (if any) in accordance with Cancellation of Payments (if any)).

- Purpose:** Refinancing of Restricted Tier 1 Instruments and for general corporate purposes, and for the Bonds to qualify as Restricted Tier 1 Instruments of the Issuer for the purpose of the Applicable Regulations and as determined by the Issuer Supervisor (as defined below). Estimated net amount of the proceeds is approximately: NOK [348] million after paying FSA, arrangers and legal fees.

“**Applicable Regulations**” means any legislation, rules or regulations (whether having the force of law, regulations or otherwise) applying to the Issuer from time to time relating to the characteristics, features or criteria of Own-funds or capital resources and, for the avoidance of doubt and without limitation to the foregoing, includes any legislation, rules or regulations implementing the Directive 2009/138/EC of 25 November 2009 on the taking-up and pursuit of business of insurance and re-insurance as amended from time to time (the “**Solvency II directive**”) into Norwegian law, including, without limitation, any implementing measures adopted pursuant to the Solvency II directive (as amended from time to time) including, without limitation, the Commission Delegated Regulation (EU) 2015/35, Commission Delegated Regulation (EU) 2017/1542, the Norwegian Financial Undertakings Act of 10 April 2015 no. 17 (the “**Financial Undertakings Act**”, No: *Finansforetaksloven*), the Norwegian Solvency II regulation of 25 August 2015 no. 999 (the “**Norwegian Solvency II regulation**”, No: *Solvens II-forskriften*) and the other applicable implementing measures adopted pursuant to the Solvency II directive (as amended from time to time) which are in force in Norway from time to time. The securities have been created under the legislation of Norwegian law.

“**Issuer Supervisor**” means the Financial Supervisory Authority of Norway (No: *Finanstilsynet*) and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer.

“**Restricted Tier 1 Instruments**” means Own-fund Items issued by the Issuer meeting the requirements to be classified as restricted Tier 1 capital under the Applicable Regulations.

“**Own-fund Items**” means own-fund items as defined in the Applicable Regulations

“**Solvency II**” means Solvency II directive and any implementing measures adopted pursuant to the Solvency II directive (as amended from time to time) including, without limitation, the Commission Delegated Regulation (EU) 2015/35.

Status of the Bonds:

The Bonds will constitute Restricted Tier 1 Instruments of the Issuer under the Applicable Regulations, and constitute direct, unsecured and subordinated debt obligations, and will in connection with a Bankruptcy Event of the Issuer rank:

- (a) *pari passu* without any preference among the Bonds;
- (b) *pari passu* with all outstanding Parity Obligations;
- (c) in priority to payments to creditors in respect of Junior Obligations; and
- (d) junior in right of payment to any present or future claims of (i) policyholders of the Issuer, (ii) any other unsubordinated creditors of the Issuer, and (iii) subordinated creditors of the Issuer other than the present and future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Bonds to the extent permitted by the Applicable Regulations in order for the Bonds to be classified as Restricted Tier 1 Instruments.

“**Bankruptcy Event**” means a decision by the Ministry of Finance that the Issuer shall become subject to public administration (No: *offentlig administrasjon*) according to chapter 21 of the Financial Undertakings Act, as amended from time to time.

“**Junior Obligations**” means (i) the Issuer’s share capital, or (ii) any other obligations of the Issuer ranking or expressed to rank junior to the Bonds to the extent permitted by Applicable Regulations in order for the Bonds to be classified as Restricted Tier 1 Instruments.

“**Parity Obligations**” means any obligations of the Issuer ranking or expressed to rank *pari passu* with the Bonds.

Payments:

Covenant to pay:

- (a) On each Interest Payment Date the Issuer shall, subject to Cancellation of Payments, in arrears pay the accrued Interest Rate amount to the Bondholders.
- (b) Any payment of interest in respect of the Bonds shall be payable only out of the Issuer’s Distributable Items.
- (c) If a payment date falls on a day on which is not a Business Day, the payment shall be made on the first following Business Day.
- (d) The Issuer undertakes to pay to the Trustee any other amount payable pursuant to the Finance Documents at its payment date.
- (e) The Issuer may not apply any counterclaims in set-off against its payment obligations pursuant to the Finance Documents.
- (f) Amounts payable to the Bondholders by the Issuer shall be available to the Bondholders on the date the amount is due pursuant to these Bond Terms and will be made to the Bondholders registered as such in the CSD at the relevant record date for the actual payment.

“**Bondholders**” means each and all holder of Bonds as registered in the CSD or proven to the Trustee’s satisfaction to be the beneficial owner of the Bonds.

“**Distributable Items**” means retained earnings, including profit for the year ended prior to the year of distribution, and distributable reserves as defined under national law or by the statutes of the Issuer, reduced by the deduction of any interim net loss for the current financial

year from retained earnings as further determined in accordance with EIOPA's Guidelines on classification of own funds (EIOPA-BoS-14/168) and any other Applicable Regulations.

"Finance Documents" means the Bond Terms, any Trustee agreement and any other document designated by the Issuer and the Trustee as a Finance Document.

Cancellation of Payments:

- (a) Payment of interest may be cancelled, at any time and for an unlimited period, in whole or in part, at the option of the Issuer in its sole discretion.
- (b) Payment of interest will be mandatorily cancelled to the extent so required by the Applicable Regulations, including the applicable criteria for Restricted Tier 1 Instruments.
- (c) In the event that the Issuer is in non-compliance with the Solvency Capital Requirement or the payment of interest would lead to such non-compliance, interest may only be paid if all of the following conditions are met:
 - (i) the Issuer Supervisor has exceptionally waived the cancellation of such interest payment;
 - (ii) the interest payment does not further weaken the solvency position of the Issuer; and
 - (iii) the Minimum Capital Requirement is complied with after the interest payment is made.
- (d) Following any cancellation of interest, the right of Bondholders to receive accrued interest in respect of any such interest accrued but unpaid to that date will terminate and the Issuer will have no further obligation to pay such interest or to pay interest thereon, whether or not payments of interest in respect of interest accrued at subsequent Interest Payment Dates are made, and such unpaid interest will not be deemed to have accrued or be earned for any purpose.
- (e) Any cancellation of interest (whether pursuant to (a), (b) or (c) (above)) will not constitute an event of default nor entitle Bondholders to accelerate the Bonds or petition for insolvency or liquidation of the Issuer. Any cancellation of interest will not have any restrictions on the Issuer's activities, or on its ability to make distributions in favour of other capital instruments in its capital structure. The Issuer may use the cancelled payments without restriction to meet its obligations as they fall due.
- (f) The Issuer has no obligation to replace cancelled interest payments with other forms of distribution, and the Issuer has no obligation to pay interest on the Bonds even if distributions have been made in favour of other Own-fund Items.
- (g) Cancellation of payments pursuant to this paragraph (a – f) shall be notified in accordance with Notices (below) as soon as possible, but no later than 30 days after the Issuer has decided in its sole discretion to cancel any payments, or when any payments will mandatorily be cancelled to the extent required by the Applicable Regulations for the Issuer.

"Capital Requirement Breach" means a breach of the applicable capital requirements or solvency requirements from time to time applicable to the Issuer from time to time as such requirements are defined under the Applicable Regulations, and for the avoidance of any doubt and without limitation to the foregoing, including a breach of the solvency capital requirement as defined in Section 14-10 of the Financial Undertakings Act and as further detailed in Applicable Regulations.

"Minimum Capital Requirement" means the minimum capital requirement for the Issuer as defined in Section 14-11 of the Financial Undertakings Act as further detailed in the Applicable Regulations.

"Notices" (i) Written notices, warnings, summons etc. to the Bondholders made by the Trustee shall be sent via the CSD with a copy to the Issuer and the relevant exchange. Information to the Bondholders may also be published at the web site www.stamdata.no. (ii) The Issuer's written notifications to the Bondholders shall be sent via the Trustee, alternatively through the CSD with a copy to the Trustee and the relevant exchange.

"Solvency Capital Requirement" means the Solvency Capital Requirement for the Issuer as defined under Section 14-10 of the Financial Undertakings Act as further detailed in Applicable Regulations.

Reduction of Principal (write-down):

- (a) The Bonds shall absorb losses once a Capital Requirement Breach has occurred in accordance with the Applicable Regulations.
- (b) The Bonds shall be written down by a reduction of the Outstanding Principal Amount (such reduction a **"Write Down"** and **"Written Down"** being construed accordingly) in case any of the following conditions are met for the Issuer (each a **"Trigger Event"**):
 - (i) the amount of Own-fund Items eligible to cover the Solvency Capital Requirement is equal to or less than 75% of the Solvency Capital Requirement;
 - (ii) the amount of Own-fund Items eligible to cover the Minimum Capital Requirement is equal to or less than the Minimum Capital Requirement (together with the event referred to in limb (i) above), a **"Full Write Down Trigger Event"**; or
 - (iii) compliance with the Solvency Capital Requirement is not re-established within a period of three months of the date when a Capital Requirement Breach was first observed (a **"Partial Write Down Trigger Event"**)
- (c) Subject to compliance with the Applicable Regulations, the Outstanding Principal Amount of the Bonds shall be Written Down in such a way that all of the following are reduced (x) the claim of the holder of the Bonds in the event of a Bankruptcy Event; (y) the amount required to be paid on repayment or redemption of Bonds; and (z) the interest paid on the Bonds, provided however that the following provisions shall always be met:
 - (i) if a Full Write Down Trigger Event has occurred, the Outstanding Principal Amount shall be Written Down in full; and
 - (ii) if a Partial Write Down Trigger Event has occurred and;
 - A. if a partial Write down of the Outstanding Principal Amount would be sufficient to re-establish compliance with the Solvency Capital Requirement, such a partial Write down of the Outstanding Principal Amount should be done for an amount that is at least sufficient to re-establish compliance with the Solvency Capital Requirement; or
 - B. if a partial Write down would not be sufficient to re-establish compliance with the Solvency Capital Requirement, the Outstanding Principal Amount as determined at the Settlement Date shall be Written Down on a linear basis in a manner which ensures that full Write down will occur when 75% coverage of the Solvency Capital Requirement is reached, or prior to that event; or
 - C. any higher amount that would be required by the Applicable Regulations in force at the time of the Write Down, in each case, by a pro rata reduction between the Bondholders, and pro rata between the Bonds, and any reduction of the Outstanding Principal Amount shall also be reduced pro rata with all other Restricted Tier 1 Instruments of the Issuer. The amount of the pro rata reduction of the Outstanding Principal Amount on the applicable Write Down Date shall be equal to, at the determination of the Issuer, the amount that, together with the pro rata conversion or partial write down of all other Restricted Tier 1 Instruments of the Issuer when compared with the Outstanding Principal Amount at the Settlement Date.
- (d) Any Write Down shall be notified in accordance with "Notices" (above) as soon as possible, but no later than thirty (30) days, after the Issuer has determined (i) that a Trigger Event has occurred and (ii) any approval by the Issuer's Supervisor required by the Applicable Regulations has been obtained. The notice should state (i) that a Trigger Event has occurred, (ii) the date on which the Write Down took effect (the **"Write Down Date"**) and (iii) the principal amount by which each Bond will be written down on the Write Down Date.
- (e) Following a Write Down due to a Partial Write Down Trigger Event (an **"Initial Write Down"**):

- (i) if a Full Write Down Trigger Event subsequently occurs, the Outstanding Principal Amount shall be Written Down in full;
 - (ii) if, by the end of the period of three months from the date of the Partial Write Down Trigger Event that resulted in the Initial Write Down, no Full Write Down Trigger Event has occurred but the SCR Ratio has deteriorated further, the Outstanding Principal Amount at the Settlement Date is Written Down further in accordance with limb (ii) B. of paragraph (c) above to reflect that further deterioration in the SCR Ratio; and/or
 - (iii) a further Write Down is made in accordance with (ii) of this paragraph (e) for each subsequent deterioration in the SCR Ratio at the end of each subsequent period of three months until compliance with the Solvency Capital Requirement is re-established.
- (f) A Write Down may occur on one or more occasions following each Write Down Testing Date and each Bond may be Written Down on more than one occasion. Accordingly, if, after a Write Down, a Trigger Event occurs at any Write Down Testing Date, a further Write Down shall be required.
- (g) A Reduction of Outstanding Principal Amount will be registered in the CSD, and the Trustee may instruct the CSD to split the Initial Nominal Amount of the Bonds in the event of a Write Down to take place. In the event that the Bonds have been called but not yet redeemed prior to a Write Down will take place, and the Issuer's Supervisor has given its approval to repay the remaining Outstanding Principal Amount, this may be implemented by a reduction of the Redemption Price, or by other ways which give the same intended financial results. The Trustee may instruct the CSD to split the Initial Nominal Amount of the Bonds.
- (h) Following any reduction of the Outstanding Principal Amount, the Issuer may, at its discretion, increase the Outstanding Principal Amount of the Bonds (a "**Discretionary Reinstatement**") provided that such Discretionary Reinstatement:
- (i) is permitted only after the Issuer has achieved compliance with the Solvency Capital Requirement;
 - (ii) is not activated by reference to Own-fund Items issued or increased in order to restore compliance with the Solvency Capital Requirement;
 - (iii) occurs only on the basis of Relevant Profits which contribute to Distributable Items made subsequent to the restoration of compliance with the Solvency Capital Requirement in a manner that does not undermine the loss absorbency intended by Article 71(5) of Commission Delegated Regulation 2015/35;
 - (iv) does not result in a Trigger Event;
 - (v) will not result in the Outstanding Principal Amount of the Bonds being greater than the Initial Principal Amount; and
 - (vi) is approved by the Issuer's Supervisor, provided that any such approval is required pursuant to the Applicable Regulations.
- (i) Any Discretionary Reinstatement should be made on a pro rata basis among other Restricted Tier 1 Instruments that have been subject to a write down. The maximum amount to be attributed to the sum of Discretionary Reinstatement of Restricted Tier 1 Instruments together with the payment of interest on the reduced amounts after Write Down shall be equal to the Relevant Profit multiplied by the amount obtained by dividing the amount determined in point (i) by the amount determined in point (ii):
- (i) the sum of the Initial Nominal Amount of all Restricted Tier 1 Instruments of the Issuer at the time of the Discretionary Reinstatement;
 - (ii) the total Tier 1 capital of the Issuer.

Any Discretionary Reinstatement will be made on any Interest Payment Date based on the Issuer's audited annual accounts for the then most recent financial year.

- (j) To the extent that only a part of the Outstanding Principal Amount has been Written Down as provided above on a pro rata basis, interest will continue to accrue in accordance with the terms hereof on the then Outstanding Principal Amount, subject to "Cancellation of Payments" above.

- (k) Any Discretionary Reinstatement pursuant to paragraph (h) and (i) shall be notified in accordance with "Notices" (above) as soon as possible, but no later than 30 days, following (i) the date on which the Issuer resolves to effect such Discretionary Reinstatement of the Outstanding Principal Amount and (ii) any approval by the Issuer's Supervisor required by the Applicable Regulations has been obtained.
- (l) A Discretionary Reinstatement may occur on one or more occasions until the Outstanding Principal Amount of the Bonds has been reinstated to the Initial Nominal Amount. Any decision by the Issuer to effect or not to effect any Discretionary Reinstatement on any occasion shall not preclude it from effecting or not effecting any Discretionary Reinstatement on any other occasion.
- (m) For the avoidance of doubt, Discretionary Reinstatement shall apply to the Bonds only if, and to the extent that, the Bonds have been Written Down following the occurrence of a Trigger Event in accordance with the provisions of paragraph (b) above. If at any time the Bonds are Written Down pursuant to Chapter 21 sub-chapter I of the Financial Undertakings Act, the principal amount by which the Bonds are so written down pursuant to the Financial Undertakings Act shall not be reinstated (whether by way of Discretionary Reinstatement or otherwise) in any circumstances, and references herein to a Discretionary Reinstatement up to (or not exceeding) the Initial Principal Amount of the Bonds shall be construed as the Outstanding Principal Amount following the Write Down.

"SCR Ratio" means the sum of all Own-fund Items divided by the Solvency Capital Requirement, calculated for the Issuer and/or on a consolidated basis, as applicable, using the latest Applicable Regulation.

"Outstanding Principal Amount" means the Initial Principal Amount as reduced from time to time by any Write Downs or any other write down or cancellation as the case may be, and, if applicable, as subsequently increased from time to time by any Discretionary Reinstatement in accordance with the terms of the Bonds.

"Write Down Testing Date" means the date falling three months after the occurrence of a Partial Write Down Trigger Event and each subsequent three-month anniversary of the date thereof or any other date determined by the Issuer Supervisor according to the Applicable Regulations.

Optional Redemption:

The Issuer may on the First Call Date or on any Interest Payment Date thereafter, if the Issuer provides satisfactory evidence to the Trustee (on behalf of the Bondholders), that: (i) in the opinion of the Issuer Supervisor no Capital Requirement Breach has occurred or is likely to occur as a result of a redemption, and (ii) the Issuer has received prior consent of the Issuer Supervisor, redeem in a manner permitted by any Applicable Regulations and other applicable law all (but not only some) of the outstanding Bonds at the Redemption Price, without any premium or penalty, however, together with any unpaid interest, to (but excluding) the repayment date.

If the Issuer is in a Capital Requirement Breach or repayment or redemption would lead to such Capital Requirement Breach, redemption may be made notwithstanding (i) and/or (ii) above if: (a) the Issuer Supervisor has exceptionally waived the suspension of repayment or redemption of that item; (b) the item is exchanged for or converted into another Tier 1 Own-fund Item of at least the same quality; and (c) the Minimum Capital Requirement is complied with after the repayment or redemption.

Exercise of an Optional Redemption shall be notified in writing to the Bondholders in accordance with "Notices" (above) at least thirty (30) Business Days prior to the relevant redemption date (the **"Redemption Notice"**).

Optional Redemption by the Issuer upon the occurrence of a Capital Disqualification Event, Rating Agency Event or Taxation Event:

(a) If the Issuer provides satisfactory evidence to the holders of the Bonds, represented by the Trustee, that a:

- (i) Capital Disqualification Event;
- (ii) Rating Agency Event; or
- (iii) Taxation Event;

has occurred when the Bonds are outstanding, the Issuer may subject to (i) no Capital Requirement Breach having occurred or would occur as a result of a redemption, (ii) prior consent of the Issuer Supervisor, and (iii) the provisions of (c) of "Preconditions to redemption, purchase" below, variation or substitution) below (as applicable), redeem all (but not only some) of the outstanding Bonds at the Redemption Price, without any premium or penalty, however, together with any accrued and unpaid interest to (but excluding) the repayment date.

(b) If the Call Date occurs before ten (10) years after the Settlement Date redemption may only be made if the Issuer's Solvency Capital Requirement is exceeded by an appropriate margin taking into account the solvency position of the Issuer including the Issuer's medium-term capital management plan.

(c) Exercise of the Optional Redemption shall be notified by a "Redemption Notice" (above).

(d) Upon a Trigger Event occurring after a Redemption Notice having been disbursed, but prior to settlement of the Optional Redemption having taken place, the relevant Redemption Notice shall be automatically revoked and the Optional Redemption terminated.

If a call is exercised, the Issuer shall on the settlement date of the call, subject to the provisions of paragraph (d), pay in respect of each Bond the Nominal Amount to the Bondholders, together with any accrued and unpaid interest.

Preconditions to redemption, purchase, variation or substitution:

(a) Prior to the publication of any Redemption Notice before the Maturity Date or any purchase, variation or substitution of the Bonds, provided that no Capital Requirement Breach has occurred or is continuing, the Issuer will be required to be in continued compliance with the applicable capital adequacy requirements set out in the Applicable Regulations and on the same date as publishing any Redemption Notice before the Maturity Date or making any purchase, variation or substitution of the Bonds the Issuer shall deliver to the Trustee a certificate signed by an authorised signatory of the Issuer confirming such compliance. Any such certificate shall be conclusive evidence of such compliance (it being declared that the Trustee may rely absolutely on such certification without liability to any person).

(b) Prior to the publication of any Redemption Notice or notice of variation or substitution pursuant to any Optional Redemption by the Issuer upon the occurrence of a Capital Disqualification Event, Rating Agency Event or Taxation Event, the Issuer shall deliver to the Trustee (A) in the case of a redemption, variation or substitution in a Taxation Event a certificate signed by an authorised signatory stating that any or all of the requirements referred to in paragraphs (i), (ii) or (iii) in the definition of Taxation Event will apply on the next Interest Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it, together with an opinion of independent tax counsel of recognized standing to such effect and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above; and (B) in the case of a redemption, variation or substitution in a Capital Disqualification Event or Rating Agency Event, a certificate signed by an authorised signatory stating that a Capital Disqualification Event or Rating Agency Event (as applicable) has occurred and is continuing. Any such certificate shall be conclusive and binding on the Bondholders.

(c) In the case of redemption or purchase within the period of 5 years from the Settlement Date, (i) the Issuer shall deliver a statement determining that the circumstances entitling

it to exercise the right of redemption was concluded or judged to have been unlikely to occur at the Settlement Date; and (ii) such redemption or purchase shall be funded out of the proceeds of a new issuance of capital of at least the same quality as the Bonds (unless such requirement no longer exists under the Applicable Regulations).

Exercise of the Optional Redemption shall be notified by a Redemption Notice.

“Capital Disqualification Event” means an event which occurs if, as a result of any replacement of or change to (or change to the interpretation by any court or authority entitled to do so of) the Applicable Regulations which becomes effective on or after the Settlement Date, the Bonds or part of the Bonds are no longer, or the Issuer has demonstrated to the satisfaction of the Issuer Supervisor that it is likely that they will no longer be, eligible in accordance with the Applicable Regulations to count as Tier 1 capital for the purposes of the Issuer, except where such non-qualification is only as a result of any applicable limitation on the amount of such capital.

“Rating Agency” means A.M. Best or any other regulated credit rating agency as defined in Regulation 1060/2009 of 16 September 2009 on credit rating agencies (as amended from time to time).

“Rating Agency Event” means, if and when the Bonds are rated by a Rating Agency, a change in the rating methodology, or in the interpretation of such methodology, as the case may be, becoming effective after the Settlement Date, as a result of which the capital treatment assigned by a Rating Agency to the Bonds or part thereof, as notified by such Rating Agency to the Issuer or as published by such Rating Agency, becomes, in the reasonable opinion of the Issuer, materially unfavourable for the Issuer, when compared to the capital treatment assigned by such Rating Agency to the Bonds, as notified by such Rating Agency to the Issuer or as published by such Rating Agency, on or around the Settlement Date.

“Taxation Event” means an event which occurs as a result of any amendment to, clarification of or change (including any announced prospective change) in the laws or treaties (or regulations thereunder) of Norway affecting taxation (including any change in the interpretation by any court or authority entitled to do so) or any governmental action, on or after the Settlement Date, and there is a substantial risk that:

- (a) the Issuer is, or will be, subject to a significant amount of other taxes, duties or other governmental charges or civil liabilities with respect to the Bonds;
- (b) the treatment of any of the Issuer’s items of income or expense with respect to the Bonds as reflected on the tax returns (including estimated returns) filed (or to be filed) by the Issuer will not be respected by a taxing authority, which subjects the Issuer to more than a significant amount of additional taxes, duties or other governmental charges; or
- (c) the Issuer would be required to gross up interest payments.

Replacement Solicitation:¹

- (a) If a Capital Disqualification Event has occurred, and to the extent that the Bonds are not otherwise, as a result of such Capital Disqualification Event, called, redeemed or varied pursuant to “Optional Redemption” (above), the Issuer shall:
 - (i) promptly appoint an Independent Agent; and
 - (ii) with the advice and assistance of the Independent Agent, and, as soon as reasonably practicable but in any event no later than twelve (12) months from the date of occurrence of that Capital Disqualification Event, solicit interest from new investors for the purchase and subscription of Replacement Securities (the **“Replacement Solicitation”**), provided that no Market Disruption Event has occurred and subject to the Applicable Regulations.

¹ Drafting note: TBD if to be included.

- (b) If, following a Replacement Solicitation and subject to "Optional Redemption" and "Preconditions to redemption, purchase, variation or substitution" (above) the Issuer would, using its commercially reasonable efforts and with the advice and assistance of the Independent Agent, be able to proceed with the issuance of the Replacement Securities on terms that do not materially weaken the income capacity of the Issuer and which are consistent with the Issuer's medium-term capital plan, the Issuer shall issue the Replacement Securities and redeem the Bonds at a price equal to their Outstanding Principal Amount together with any accrued interest and accrued and unpaid interest in respect thereof up to (but excluding) the redemption date out of the proceeds of such issuance.
- (c) If, despite using its commercially reasonable efforts, the Issuer would not be able, within twelve (12) months of the occurrence of that Capital Disqualification Event, to proceed with such issuance of Replacement Securities on such terms, the Issuer shall thereafter continue to conduct periodical Replacement Solicitations, provided no Market Disruption Event shall have occurred and subject to the Applicable Regulations and other applicable laws and regulations, until such time as the Issuer would, using its commercially reasonable efforts and with the advice and assistance of the Independent Agent, be able to proceed with the issuance of Replacement Securities on terms that do not materially weaken the income capacity of the Issuer which are consistent with the Issuer's medium-term capital plan and in an aggregate amount which would enable the Issuer to redeem the Bonds in full. At such time, subject to Optional Redemption and "Preconditions to redemption, purchase, variation or substitution" (above), the Issuer shall issue the Replacement Securities and redeem the Bonds at an amount equal to their Outstanding Principal Amount together with any accrued unpaid interest up to (but excluding) the redemption date out of the proceeds of such issuance or issuances.

"Independent Agent" means an investment bank, or a syndicate of investment banks, of international repute.

"Market Disruption Event" means an event where the Independent Agent, in consultation with the Issuer, has determined that there has been a change in Norwegian, Nordic, European or international financial, political or economic conditions (including, but not limited to, pandemic, acts of international terrorism and outbreak of war) or currency exchange rates or exchange controls that would be reasonably likely to prejudice materially the issuance, marketing and/or placement of Replacement Securities or dealings in secondary markets.

"Replacement Securities" means securities (other than any class of share capital) issued by the Issuer that satisfy Tier 1 capital eligibility under the Applicable Regulations, and are issued in an amount at least equal to the Outstanding Principal Amount of the Bonds.

No Events of default:

The Bond Terms shall not contain any event of default provision and neither the Trustee (on behalf of the Bondholders) nor the Bondholders may declare any event of default by the Issuer of any of its obligations under the Bond Terms neither on the basis of the Bond Terms nor on the basis of general principles of Norwegian law.

Bondholders may only demand prepayment in the event of a Bankruptcy Event, and then only in accordance with the Applicable Regulations.

Amendment of terms:

The Issuer and the Trustee (on behalf of the Bondholders) shall be entitled to make amendments of the terms of the Bonds which are of a formal, minor or technical nature or are made to correct a manifest error. As the Bonds are issued for capital adequacy purposes as set out herein, the Trustee shall furthermore be entitled, upon request from the Issuer and subject to approval from the Issuer Supervisor, to make amendments to the terms of Bonds to ensure that the Bonds continue to qualify as Restricted Tier 1 Instruments of the Issuer for the purpose of the Applicable Regulations as set out under "Purpose" above, where such change is required as a result of any change in the Applicable Regulations, or in any official interpretation thereof. Other amendments to the terms of the Bonds shall be subject to

approval by the Bondholders' meeting (with simple or qualified majority, as the case may be) and, if and where relevant, the Issuer Supervisor's consent.

Taxation:

The Issuer shall pay any stamp duty and other public fees in connection with the Bonds, but not in respect of trading in the secondary market (except to the extent required by applicable laws), and shall deduct at source any applicable withholding tax payable pursuant to law.

Bond Terms:

A bond agreement (the "**Bond Terms**") has been entered into by the Issuer and Nordic Trustee acting as the Bondholders' representative, and it is based on Norwegian bond market standard. The Bond Terms shall regulate the Bondholders' rights and obligations with respect to the Bonds. If any discrepancy should occur between this Term Sheet and the Bond Terms, then the Bond Terms shall prevail.

Each subscriber in the Bonds, such subscription documented by an application agreement (if any), a taped telephone conversation, e-mail or otherwise, is deemed to have granted authority to the Trustee to finalize the Bond Terms. Minor adjustments to the terms and structure described in this Term Sheet may occur.

The application for and subscription of Bonds in the Bond Issue will occur on the terms of the bond application agreement provided by the Joint Lead Arrangers (the "**Application Agreement**"). The Application Agreement specifically authorizes the Trustee to finalize, execute and deliver the Bond Terms on behalf of the prospective Bondholders, who will execute and deliver such Application Agreement by a signed document, taped telephone conversation, e-mail or otherwise prior to receiving Bond allotments. On this basis, the Issuer and the Trustee will execute and deliver the Bond Terms and the latter's execution and delivery is on behalf of all of the subscribers, such that they thereby will become parties to the Bond Terms. The Bond Terms specifies that all Bond transfers shall be subject to the terms thereof, and the Trustee and all Bond transferees shall, when acquiring the Bonds, be deemed to have accepted the terms of the Bond Terms, which specifies that all such transferees shall automatically become parties to the Bond Terms upon completed transfer having been registered in the VPS, without any further action required to be taken or formalities to be complied with. The Bond Terms shall specify that it shall be made available to the general public for inspection purposes and may, until redemption in full of the Bonds, be obtained on request by the Trustee or the Issuer, and such availability shall be recorded in the VPS particulars relating to the Bonds.

By subscribing for Bonds, the subscriber will be deemed to have accepted all terms set out in the Application Agreement, including the representations and acknowledgments set out therein. Please note in this respect that the Bond Issue is based only upon the investor documentation referenced therein, and in particular that no prospectus, offering memorandum or similar document have or will be prepared in connection with the offering and sale of the Bonds.

Approvals:

The Bonds will be issued in accordance with the Issuer's General Meeting, board approval and approval from the Issuer Supervisor, if required.

Issuer's acquisition and ownership of Bonds:

The Issuer may at any time purchase Bonds in any manner at any price, subject to (i) prior consent of the Issuer Supervisor, and in the case of purchase within the period of five (5) years from the Settlement Date, (ii) such purchase shall be funded out of the proceeds from new issuance of capital of at least the same quality as the Bonds (unless such requirement no longer is required under the Applicable Regulations). Any Bonds repurchased by the Issuer may at the Issuer's discretion be retained, sold or cancelled by causing such Bonds to be deleted of the records of the CSD.

Listing:

The Issuer will apply for listing of the Bonds on Oslo Børs.

Market making:

No market-maker agreement has been made for this Bond Issue.

Governing law and jurisdiction:

Norwegian law and Norwegian courts.

Fees and Expenses: The tax legislation of the investor's Member State and of the issuer's country of incorporation may have an impact on the income received from the securities. The Borrower shall pay any stamp duty and other public fees in connection with the loan. Any public fees or taxes on sales of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise decided by law or regulation. The Borrower is responsible for withholding any withholding tax imposed by Norwegian law.

The estimate of total expenses related to the Bond Issue are as follow:

External party	Cost
The Norwegian FSA	NOK 72,000.00
Legal fees	NOK128,562.50
The Lead Managers	NOK1,750,000
Total	NOK1,950,562.50

Paying Agent: Nordea Bank Abp, filial i Norge

CSD: The central securities depository, in which the Bonds are registered, being Verdipapirsentralen ASA (VPS). Principal and interest accrued will be credited the Bondholders through VPS.

Trustee: Nordic Trustee AS, P.O. Box 1470 Vika, N-0116 Oslo, Norway.

Conditions Precedent to Disbursement: Disbursement of the net proceeds of the Bond Issue to the Issuer will be subject to such conditions precedents as are customary in the Norwegian bond market as of the date of the Bond Terms.

Joint Lead Arrangers: Nordea Bank Abp, filial i Norge, Essendrops gate 7, N-0368 Oslo, Norway
Pareto Securities AS, Dronning Mauds gate 3, N-0250 Oslo, Norway.

Target Market: Manufacturer target market (MiFID II product governance) is eligible counterparties and professional clients only (all distribution channels). No PRIIPs key information document (KID) has been prepared as not available to retail in EEA.

Fee: The Joint Lead Arrangers will be paid a fee by the Issuer in connection with the transaction.

Eligible purchasers: The Bonds will only be offered or sold within the United States to "Qualified Institutional Buyers" ("QIBs") as defined in Rule 144A under the U.S. Securities Act of 1933, as amended, or any state securities law except pursuant to an exemption from the registration requirements of the U.S. Securities Act and appropriate exemptions under the laws of any other jurisdiction. The Bonds may not be offered or sold within the United States to, or for the account or benefit of, any U.S. Person (as such terms are defined in regulations), except pursuant to an exemption from the registration requirements of the U.S. Securities Act as further detailed in the Application Agreement

The Bonds may not be purchased by, or for the benefit of, persons resident in Canada.

Failure to comply with these restrictions may constitute a violation of applicable securities legislation.

Transfer restrictions: The Bonds are freely transferable and may be pledged, subject to the following:

- (a) Bondholders located in the United States will not be permitted to transfer the Bonds except (a) subject to an effective registration statement under the Securities Act, (b) to a person that the Bondholder reasonably believes is a QIB within the meaning of Rule 144A that is purchasing for its own account, or the account of another QIB, to whom notice is given that the resale, pledge or other transfer may be made in reliance on Rule

- 144A, (c) outside the United States in accordance with Regulation S under the Securities Act, including in a transaction on the Oslo Børs and (d) pursuant to any other exemption from registration under the Securities Act, including Rule 144 thereunder (if available).
- (b) The Bonds may not, subject to applicable Canadian laws, be traded in Canada for a period of four months and a day from the date the Bonds were originally issued.
 - (c) Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable from time to time under local laws to which a Bondholder may be subject (due e.g. to its nationality, its residency, its registered address, its place(s) for doing business). Each Bondholder must ensure compliance with local laws and regulations applicable at own cost and expense.
 - (d) Notwithstanding the above, a Bondholder which has purchased the Bonds in contradiction to mandatory restrictions applicable may nevertheless utilise its voting rights under the Bond Terms.

Subject to:

The issue of Bonds shall be subject to approval by the Issuer's board and the Trustee's approval of the bond documentation and the Issuer Supervisor's approval of the Bond Issue, if required.

5 Definitions

Applicable Regulations:	Any legislation, rules or regulations (whether having the force of law, regulations or otherwise) applying to the Issuer, from time to time implementing the Directive 2009/138/EC of 25 November 2009 on the taking-up and pursuit of business of Insurance and Re-insurance as amended from time to time (the "Solvency II directive") into Norwegian law, including, without limitation, any implementing measures adopted pursuant to the Solvency II directive (as amended from time to time) including, without limitation, the Commission Delegated Regulation (EU) 2015/35 of 10 October 2014, the Norwegian Financial Undertakings Act of 10 April 2015 no. 17 (the "Financial Undertakings Act", No: Finansforetaksloven), the Norwegian Solvency II regulation of 25 August 2015 (the "Norwegian Solvency II regulation", No: Solvens II-forskriften), the Norwegian Solvency II supplementary regulation of 21 December 2015 no. 1807 and the other applicable implementing measures adopted pursuant to the Solvency II directive (as amended from time to time) which are in force in Norway from time to time.
Arranger	Nordea Bank Abp, filial i Norge / Pareto Securities
BOD	The board of directors of the company
Bondholders:	Holder of Bond(s) as registered in the Norwegian Central Securities Depository ("VPS").
Company/Issuer/Protector	Protector Forsikring ASA, a Norwegian company under the laws of Norway
NOK	Norwegian Kroner
Restricted Tier 1 Instruments:	Own-fund Items issued by the Issuer meeting the requirements to be classified as restricted Tier 1 Capital.
Own-fund Items:	Own-fund items as defined in the Applicable Regulations. Tier 1 Capital: Tier 1 capital as calculated by the Issuer in accordance with Section 6(3) of the Norwegian Solvency II regulation (No: Kapitalgruppe 1), cf. Article 94(1), cf. Article 93(1)(a) and (b) of the Solvency II directive, and other Applicable Regulations.
Solvency Capital Requirement:	The solvency capital requirement for the Issuer as defined under Section 14-10 of the Financial Undertakings Act as further detailed in Applicable Regulations.
Prospectus:	The Registration Document dated 3 June 2022 together with this Securities Note with a Summary, dated 3 June 2022, constitutes the Prospectus
Rating Agency:	AM Best, a credit rating agency specialized on the insurance industry.
Registration Document	The Registration Document dated 3 June 2022 The Registration Document has been approved by the Norwegian FSA, as competent authority under Regulation (EU) 2017/1129. The Norwegian FSA only approves this Registration Document as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval shall not be considered as an endorsement of the Issuer that is the subject of this Registration Document. The Registration Document has been drawn up as part of a simplified prospectus in accordance with Article 14 of

Regulation (EU) 2017/1129. Investors should make their own assessment as to the suitability of investing in the securities.

Securities Note

This document, to be prepared for each new issue of bonds under the Prospectus

Securities/Bonds/Loan/Bond issue

FRN Protector Forsikring ASA 2021 / Perpetual Restricted Tier 1 Non-Cumulative Callable Bond Issue" with ISIN "NO0011170045

6 Additional Information

General Information

The involved persons in the issue have no interest, nor conflicting interests that are material to issuance of the Securities.

The Company has mandated Nordea Bank AB and Pareto Securities AS as Arrangers for the issuance of the Securities. The Arrangers have acted as advisors to the Company in relation to the pricing of the Securities.

The Arrangers, and/or any person affiliated with them, may be a market maker or hold a position in any instrument or related instrument discussed in this Securities Note, and may perform or seek to perform financial advisory or banking services related to such instruments. The Arranger's corporate finance department may act as manager or co-manager for the Company in private and/or public placement and/or resale not publicly available or commonly known.

Statement from the arrangers

The Arrangers have assisted the Company in preparing this Securities Note. The Arrangers, and/or any person affiliated with them, have no interest, nor conflicting interests that is material to the issuance of the Securities. The Arrangers have not verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made, and the Arrangers expressly disclaim any legal or financial liability as to the accuracy or completeness of the information contained in this Securities Note and any supplements to the document. The statements made in this paragraph are without prejudice to the responsibility of the Company. Each person receiving this Securities Note acknowledges that such person has neither relied on the Arrangers, nor on any person affiliated with them, in connection with its investigation of the accuracy of such information or its investment decision.

3 June 2022

Nordea Bank Apb, Filial I Norge

Pareto Securities AS

7 Appendix

Bond Agreement

Bond Terms

Issuer:	Protector Forsikring ASA
Company No / LEI-code:	985 279 721 / 5967007LIEEXZXAIO813
With Bond Trustee:	Nordic Trustee AS
Company no / LEI-code:	963 342 624 / 549300XAKTM2BMKIPT85
On behalf of the Bondholders in:	FRN Protector Forsikring ASA 2021/Perpetual Restricted Tier 1 Non-Cumulative Callable Bond Issue
With ISIN:	NO 0011170045
Dated:	6 December 2021

The Issuer undertakes to issue the Bonds in accordance with the terms set forth in these Bond Terms, which shall remain in effect for so long as any Bonds remain outstanding:

I. MAIN TERMS OF THE BONDS

Maximum Issue Amount:	N/A	
Initial Principal Amount:	NOK 350,000,000	
Initial Nominal Amount:	NOK 1,000,000	
Currency:	NOK (Norwegian Kroner)	
Issue Date:	14 December 2021	
Maturity Date:	Perpetual	
Redemption Price:	100 % of Nominal Amount (the Redemption Price is subject to any adjustment following a reduction of principal as set out in Clause 3.6 (<i>Reduction of Principal</i>), plus accrued and unpaid interest but excluding cancelled interest (if any) in accordance with Clause 3.5 (<i>Cancellation of Payments</i>) (if any).	
Call:	<p>Ordinary call: 14 December 2026 (the "First Call Date"), and on any Interest Payment Date thereafter as set out in Clause 3.7 (<i>Optional Redemption</i>) (each, a "Call Date").</p> <p>Call due to a Capital Disqualification Event, Rating Agency Event and Taxation Event: See paragraph (d) of Clause 3.7 (<i>Optional Redemption</i>).</p>	Call price = Redemption Price
Interest Rate:	Reference Rate + Margin	

Reference Rate:	3 months NIBOR
Margin:	4.75 percentage points p.a.
Interest Period:	The period between 14 March, 14 June, 14 September and 14 December each year (each an " Interest Payment Date "), with 14 March 2022 being the first Interest Payment Date.
Day Count Convention:	Actual/360
Business Day Convention:	Modified Following Business Day
Listing:	Yes; Oslo Børs
Special Conditions:	See Clause 3.

2. INTERPRETATION

In these Bond Terms, capitalised terms set out in Clause 1 (*Main terms of the Bonds*) shall have the meaning set out therein, and additionally the following capitalised terms shall have the meaning set out below:

Applicable Regulations:	Any legislation, rules or regulations (whether having the force of law, regulations or otherwise) applying to the Issuer, the Issuer Group or any member of the Issuer Group from time to time relating to the characteristics, features or criteria of own-funds or capital resources and, for the avoidance of doubt and without limitation to the foregoing, includes any legislation, rules or regulations implementing the Directive 2009/138/EC of 25 November 2009 on the taking-up and pursuit of business of insurance and re-insurance as amended from time to time (the " Solvency II directive ") into Norwegian law, including, without limitation, any implementing measures adopted pursuant to the Solvency II directive (as amended from time to time) including, without limitation, the Commission Delegated Regulation (EU) 2015/35 of 10 October 2014, Commission Delegated Regulation (EU) 2017/1542, the Norwegian Financial Institutions Act, the Norwegian Solvency II regulation of 25 August 2015 no. 999 (the " Norwegian Solvency II regulation ", No: <i>Solvens II-forskriften</i>) and the other applicable implementing measures adopted pursuant to the Solvency II directive (as amended from time to time) which are in force in Norway from time to time.
Bankruptcy Event:	A decision by the Ministry of Finance that the Issuer shall become subject to public administration (<i>No: offentlig administrasjon</i>) according to chapter 21 of the Financial Institutions Act, as amended from time to time.
Bond Terms:	This agreement including any attachments hereto, and any subsequent amendments and additions agreed between the parties hereto.
Bond Trustee:	The company designated as such in the preamble to these Bond Terms, or any successor, acting for and on behalf of the Bondholders in accordance with these Bond Terms.
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 these Bond Terms.
Bondholder:	A person who is registered in the CSD as directly registered owner or nominee holder of a Bond, subject however to Clause 5.3 (<i>Bondholders' rights</i>).
Bondholders' Meeting:	Meeting of Bondholders as set forth in Clause 6 (<i>Bondholders' decisions</i>) of these Bond Terms.
Bonds:	The debt instruments issued by the Issuer on the Issue Date pursuant to these Bond Terms and any overdue and unpaid principal which has been issued under a separate ISIN in accordance with the regulations of the CSD from time to time.

Business Day:	Any day on which the CSD settlement system is open and the relevant currency settlement system is open.
Business Day Convention:	Means that: a) If Modified Following Business Day is specified (FRN), the Interest Period will be extended to include the first following Business Day unless that day falls in the next calendar month, in which case the Interest Period will be shortened to the first preceding Business Day. b) If No Adjustment is specified (Fixed Rate), no adjustment will be made to the Interest Period.
Call:	Issuer's early redemption as set forth in Clause 3.7 (<i>Optional Redemption</i>).
Capital Disqualification Event:	An event which occurs if, as a result of any replacement of or change to (or change to the interpretation by any court or authority entitled to do so of) the Applicable Regulations which becomes effective on or after the Issue Date, the Bonds or part of the Bonds are no longer, or the Issuer has demonstrated to the satisfaction of the Issuer Supervisor that it is likely that they will no longer be, eligible in accordance with the Applicable Regulations to count as Tier 1 Capital for the purposes of the Issuer or the Issuer Group, except where such non-qualification is only as a result of any applicable limitation on the amount of such capital.
Capital Requirement Breach:	A breach of the applicable capital requirements or solvency requirements applicable to the Issuer and the Issuer Group from time to time as such requirements are defined under the Applicable Regulations, and for the avoidance of any doubt and without limitation to the foregoing, including a breach of the solvency capital requirement as defined in Section 14-10 of the Financial Institutions Act and as further detailed in Applicable Regulations.
CSD:	The central securities depository in which the Bonds are registered, being Verdipapirsentralen ASA (VPS).
Day Count Convention:	The convention for calculation of payment of interest; a) If Fixed Rate, the interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis), unless: (i) the last day in the relevant Interest Period is the 31st calendar day but the first day of that Interest 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 (ii) the last day of the relevant Interest Period is the last calendar day in February, in which case February shall not be lengthened to a 30-day month. b) If FRN, the interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).
Decisive Influence:	Means a person having, as a result of an agreement or through the

	ownership of shares or interests in another person (directly or indirectly): (a) a majority of the voting rights in that other person; or (b) a right to elect or remove a majority of the members of the board of directors of that other person.
Discretionary Reinstatement:	A write-up of the Outstanding Principal Amount as defined in paragraph (g) of Clause 3.6 (<i>Reduction of Principal</i>).
Distributable Items:	Retained earnings, including profit for the year ended prior to the year of distribution, and distributable reserves as defined under national law or by the statutes of the Issuer, reduced by the deduction of any interim net loss for the current financial year from retained earnings as further determined in accordance with EIOPA's Guidelines on classification of own funds (EIOPA-BoS-14/168) and any other Applicable Regulations.
Events of Default:	No events of default, cf. Clause 3.11 (<i>Events of default</i>).
Exchange:	Shall have the meaning ascribed to such term in Clause 1 (<i>Main terms of the Bonds</i>), setting out the exchange or other recognized marketplace for securities, on which the Issuer has, or has applied for, listing of the Bonds. If NA is specified, the terms of these Bond Terms covering Exchange do not apply.
Finance Documents:	Means these Bond Terms, any Bond Trustee Agreement and any other document designated by the Issuer and the Bond Trustee as a Finance Document.
Financial Institution:	Entity with authorization according to the Financial Institutions Act.
Financial Institutions Act:	Means the Norwegian act on financial institutions and financial groups of 10. April 2015 no. 17.
Fixed Rate:	Means if the Interest Rate is stated in percentage (%).
FRN:	Means if the Interest Rate is stated as Reference Rate + Margin.
Full Write Down Trigger Event:	As defined in Clause 3.6 (<i>Reduction of Principal</i>).
Independent Agent:	Means an investment bank, or a syndicate of investment banks, of international repute.
Interest Period:	Means, subject to adjustment in accordance with the Business Day Convention, the periods set out in Clause 1 (<i>Main terms of the Bonds</i>).
Interest Rate:	Rate of interest applicable to the Bonds; a) If Fixed Rate, the Bonds shall bear interest at the percentage (%) set out in Clause 1 (<i>Main terms of the Bonds</i>). b) If FRN, the Bonds shall bear interest at a rate per annum equal to the Reference Rate + Margin as set out in Clause 1 (<i>Main terms of the Bonds</i>). If the Interest Rate becomes negative, the Interest Rate shall be deemed to be zero.
Interest Payment Date:	Means the last day of each Interest Period.
Interest Quotation Date:	Means, in relation to any period for which an Interest Rate is to be determined, the day falling two (2) Business Days before the first day of the relevant Interest Period.
Issue:	Any issue of Bonds pursuant to these Bond Terms.

Issuer:	The company designated as such in the preamble to these Bond Terms.
Issuer Group:	The Issuer and other entities (if any) being part of the Issuer's insurance group (No: forsikringsgruppe) as defined in Section 38 of the Norwegian Solvency II regulation and any other Applicable Regulations.
Issuer's Bonds:	Bonds owned by the Issuer, any party who has Decisive Influence over the Issuer, or any party over whom the Issuer has Decisive Influence.
Issuer Supervisor:	The Financial Supervisory Authority of Norway (No: <i>Finanstilsynet</i>) and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer and the Issuer Group.
Junior Obligations:	Means (i) the Issuer's share capital, or (ii) any other obligations of the Issuer ranking or expressed to rank junior to the Bonds to the extent permitted by Applicable Regulations in order for the Bonds to be classified as Restricted Tier 1 Instruments.
LEI-code:	Legal Entity Identifier, a unique 20-character code that identifies legal entities that engage 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. If NO is specified, no obligation for listing applies, but the Issuer may, at its own discretion, apply for listing.
Margin:	Means, if FRN, the margin of the Interest Rate. The provisions regarding Margin do not apply for Fixed Rate.
Market Disruption Event:	Means an event where the Independent Agent, in consultation with the Issuer, has determined that there has been a change in Norwegian, Nordic, European or international financial, political or economic conditions (including, but not limited to, pandemic, acts of international terrorism and outbreak of war) or currency exchange rates or exchange controls that would be reasonably likely to prejudice materially the issuance, marketing and/or placement of Replacement Securities or dealings in secondary markets.
Maturity Date:	Perpetual tenor.
Minimum Capital Requirement:	The minimum capital requirement for the Issuer and the Issuer Group as defined in Section 14-11 of the Financial Institutions Act as further detailed in the Applicable Regulations.
NA:	Means that the provision to which NA is designated is not applicable to these Bond Terms.
Net Profits:	Means, at any time: (i) with respect to the Issuer, the non-consolidated net profit of the Issuer; and (ii) with respect to the Issuer Group, the consolidated net profit (excluding minority interests) of the Issuer Group, in each case determined on the basis of the audited annual accounts for the then most recent financial year for each Relevant Entity.
NIBOR:	Means, for FRN, the Norwegian Interbank Offered Rate being: a) the interest rate fixed for a period comparable to the relevant Interest Period published by Global Rate Set Systems (GRSS) at

	<p>approximately 12.00 (Oslo time) on the Interest Quotation Date; or</p> <p>b) if paragraph a) above is not available for the relevant Interest Period:</p> <p>(i) the linear interpolation between the two closest relevant interest periods, and with the same number of decimals, quoted under paragraph a) above; or</p> <p>(ii) a rate for deposits in the relevant currency of the Bonds for the relevant Interest Period as supplied; or</p> <p>c) if the interest rate under paragraph a) is no longer available, the interest rate will be set by the Bond Trustee in consultation with the Issuer to:</p> <p>(i) any relevant replacement reference rate generally accepted in the market; or</p> <p>(ii) such interest rate that best reflects the interest rate for deposits in NOK offered for the relevant Interest Period.</p>
Nominal Amount:	Means the nominal value of each Bond at any time, and the Initial Nominal Amount means the nominal value of each Bond on the Issue Date. The Nominal Amount may be amended pursuant to Clause 3.6 (<i>Reduction of Principal</i>), cf. Clause 7.2 (j).
Optional Redemption:	Issuer's Call pursuant to Clause 3.7 (<i>Optional Redemption</i>) and the dates stated therein at the Redemption Price. The relevant Redemption Date shall be adjusted pursuant to the Business Day Convention.
Outstanding Bonds:	Means any Bonds not redeemed or otherwise discharged.
Outstanding Principal Amount:	Means the Initial Principal Amount as reduced from time to time by any Write Downs or any other write down or cancellation as the case may be, and, if applicable, as subsequently increased from time to time by any Discretionary Reinstatement in accordance with the terms of the Bonds.
Own-fund Items:	Own-fund items as defined in the Applicable Regulations.
Parity Obligations:	Any obligations of the Issuer ranking or expressed to rank <i>pari passu</i> with the Bonds.
Partial Write Down Trigger Event	As defined in Clause 3.6 (<i>Reduction of Principal</i>).
Paying Agent:	The legal entity appointed by the Issuer to act as its paying agent with respect to the Bonds in the CSD.
Payment Date:	Means any Interest Payment Date or any Repayment Date.
Rating Agency:	A.M. Best or any other regulated credit rating agency as defined in Regulation 1060/2009 of 16 September 2009 on credit rating agencies (as amended from time to time).
Rating Agency Event:	If and when the Bonds are rated by a Rating Agency, a change in the rating methodology, or in the interpretation of such methodology, as the case may be, becoming effective after the Issue Date as a result of which the capital treatment assigned by a Rating Agency to the Bonds or part thereof, as notified by such Rating Agency to the Issuer or as published by such Rating Agency,

	becomes, in the reasonable opinion of the Issuer, materially unfavourable for the Issuer, when compared to the capital treatment assigned by such Rating Agency to the Bonds, as notified by such Rating Agency to the Issuer or as published by such Rating Agency, on or around the Issue Date.
Redemption Notice:	The written notification of exercise of an Optional Redemption as set forth in paragraph (c) of Clause 3.7 (<i>Optional Redemption</i>).
Reference Rate:	NIBOR rounded to the nearest hundredth of a percentage point on each Interest Quotation Date, for the period stated. If NA is specified, Reference Rate does not apply.
Relevant Entity:	The Issuer or the Issuer Group, as the case may be.
Relevant Record Date:	Means the date on which a Bondholder's ownership of Bonds shall be recorded in the CSD as follows: a) in relation to payments pursuant to these Bond Terms, the date designated as the Relevant Record Date in accordance with the rules of the CSD from time to time; and b) for the purpose of casting a vote with regard to Clause 6 (<i>Bondholders' Decision</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.
Relevant Profits:	Means the lowest of the relevant Net Profits of the Issuer and the Issuer Group respectively.
Repayment Date:	Means any date for payment of instalments, payment of any Call, or any other days of repayments of Bonds.
Replacement Securities:	Means securities (other than any class of share capital) issued by the Issuer that satisfy Tier 1 Capital eligibility under the Applicable Regulations, and are issued in an amount at least equal to the Outstanding Principal Amount of the Bonds.
Restricted Tier 1 Instruments:	Own-fund Items issued by the Issuer meeting the requirements to be classified as restricted Tier 1 Capital.
SCR Ratio:	The sum of all Own-fund Items divided by the Solvency Capital Requirement, calculated for the Issuer and/or on a consolidated basis, as applicable, using the latest Applicable Regulation.
Solvency Capital Requirement:	The solvency capital requirement for the Issuer and the Issuer Group as defined under Section 14-10 of the Financial Institutions Act as further detailed in Applicable Regulations.
Solvency II:	Solvency II directive and any implementing measures adopted pursuant to the Solvency II directive (as amended from time to time), including, without limitation, the Commission Delegated Regulation (EU) 2015/35 of 10 October 2014.
Summons:	Means the call for a Bondholders' Meeting or a Written Resolution as the case may be.
Taxation Event:	An event which occurs as a result of any amendment to, clarification of or change (including any announced prospective change) in the laws or treaties (or regulations thereunder) of Norway affecting taxation (including any change in the interpretation by any court or authority entitled to do so) or any governmental action, on or after the Issue Date, and there is a substantial risk that:

	<p>a) the Issuer is, or will be, subject to a significant amount of other taxes, duties or other governmental charges or civil liabilities with respect to the Bonds;</p> <p>b) the treatment of any of the Issuer's items of income or expense with respect to the Bonds as reflected on the tax returns (including estimated returns) filed (or to be filed) by the Issuer will not be respected by a taxing authority, which subjects the Issuer to more than a significant amount of additional taxes, duties or other governmental charges; or</p> <p>c) the Issuer would be required to gross up interest payments.</p>
Tier 1 Capital:	Tier 1 capital as calculated by the Issuer in accordance with Section 6(3) of the Norwegian Solvency II regulation (No: Kapitalgruppe 1), cf. Article 94(1), cf. Article 93(1)(a) and (b) of the Solvency II directive, and other Applicable Regulations.
Trigger Event:	As defined in Clause 3.6 (<i>Reduction of Principal</i>).
Voting Bonds:	Outstanding Bonds less the Issuer's Bonds.
Voting Period:	As defined in Clause 6.5 (<i>Written Resolutions</i>).
Write Down:	As defined in Clause 3.6 (<i>Reduction of Principal</i>).
Write Down Date:	As defined in Clause 3.6 (<i>Reduction of Principal</i>).
Write Down Testing Date:	The date falling three months after the occurrence of the Trigger Event set out in limb (iii) of paragraph (b) of Clause 3.6 (<i>Reduction of Principal</i>) and each subsequent three-month anniversary of the date thereof or any other date determined by the Issuer Supervisor according to the Applicable Regulations.
Written Resolution:	Means a written (or electronic) solution for a decision making among the Bondholders, as set out in Clause 6.5 (<i>Written Resolutions</i>).

3. SPECIAL TERMS OF THE BONDS

3.1 Use of proceeds

The purpose of the Bond Issue is refinancing of Restricted Tier 1 Instruments and for general corporate purposes, and for the Bonds to qualify as Restricted Tier 1 Instruments of the Issuer and/or the Issuer Group for the purpose of the Applicable Regulations and as determined by the Issuer Supervisor.

3.2 Status

The Bonds will constitute Restricted Tier 1 Instruments of the Issuer and/or the Issuer Group under the Applicable Regulations, and constitute direct, unsecured and subordinated debt obligations, and will in connection with a Bankruptcy Event of the Issuer rank:

- (a) *pari passu* without any preference among the Bonds;
- (b) *pari passu* with all outstanding Parity Obligations;
- (c) in priority to payments to creditors in respect of Junior Obligations; and
- (d) junior in right of payment to any present or future claims of (i) policyholders of the Issuer, (ii) any other unsubordinated creditors of the Issuer, and (iii) subordinated creditors of the Issuer other than the present and future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Bonds to the extent permitted by the Applicable Regulations in order for the Bonds to be classified as Restricted Tier 1 Instruments.

3.3 Security

The Bonds are unsecured.

3.4 Payments in respect of the Bonds

3.4.1 Covenant to pay

- (a) On each Interest Payment Date the Issuer shall, subject to Clause 3.5 (*Cancellation of payments*), in arrears pay the accrued Interest Rate amount to the Bondholders.
- (b) Any payment of interest in respect of the Bonds shall be payable only out of the Issuer's Distributable Items.
- (c) If a Payment Date falls on a day on which is not a Business Day, the payment shall be made on the first following Business Day.
- (d) The Issuer undertakes to pay to the Bond Trustee any other amount payable pursuant to the Finance Documents at its Payment Date.
- (e) The Issuer may not apply any counterclaims in set-off against its payment obligations pursuant to the Finance Documents.
- (f) Amounts payable to the Bondholders by the Issuer shall be available to the Bondholders on the date the amount is due pursuant to these Bond Terms and will be made to the Bondholders registered as such in the CSD at the Relevant Record Date for the actual payment.

3.4.2 Interest Rate calculation and fixing

- (a) The Outstanding Bonds will accrue interest at the Interest Rate on the aggregate Nominal Amount for each Interest Period, commencing on and including the first date of the Interest Period (or the Issue Date, for the first Interest Period), and ending on but excluding the last date of the Interest Period.
- (b) The Interest Rate shall be calculated based on the Day Count Convention.
- (c) If FRN, the Interest Rate shall be adjusted by the Bond Trustee on each Interest Quotation Date during the term of the Bonds. The Bondholders, the Issuer, the Paying Agent and the Exchange (to the extent applicable) shall be notified of the new Interest Rate applicable for the next Interest Period.

3.4.3 Partial payments

- (a) Subject to Clause 3.5 (*Cancellation of payments*) below, if a payment relevant to the Bonds is insufficient to discharge all amounts then due and payable under the Finance Documents (a "**Partial Payment**"), such Partial Payment shall, in respect of the Issuer's debt under the Finance Documents be considered made for discharge of the debt of the Issuer in the following order of priority:
 - (i) firstly, towards any outstanding fees, liabilities and expenses of the Bond Trustee,
 - (ii) secondly, towards accrued interest due but unpaid; and
 - (iii) thirdly, towards any outstanding amounts due but unpaid under the Finance Documents.
- (b) Notwithstanding paragraph (a) above, any Partial Payment which is distributed to the Bondholders, shall, after the above mentioned deduction of outstanding fees, liabilities and expenses, be applied (i) firstly towards any principal amount due but unpaid and (ii) secondly towards accrued interest due but unpaid, if this is a result of a resolution according to Clause 6 (*Bondholders' Decisions*).

3.5 Cancellation of payments

- (a) Payment of interest may be cancelled, at any time and for an unlimited period, in whole or in part, at the option of the Issuer in its sole discretion.
- (b) Payment of interest will be mandatorily cancelled to the extent so required by the Applicable Regulations, including the applicable criteria for Restricted Tier 1 Instruments.
- (c) In the event that a Capital Requirement Breach has occurred or the payment of interest would lead to such Capital Requirement Breach, interest may only be paid if all of the following conditions are met:
 - (i) the Issuer's Supervisor has exceptionally waived the cancellation of such interest payment;
 - (ii) the interest payment does not further weaken the solvency position of the Issuer and/or the Issuer Group; and
 - (iii) the Minimum Capital Requirement is complied with after the interest payment is made.

- (d) Following any cancellation of interest, the right of Bondholders to receive accrued interest in respect of any such interest accrued but unpaid to that date will terminate and the Issuer will have no further obligation to pay such interest or to pay interest thereon, whether or not payments of interest in respect of interest accrued at subsequent Interest Payment Dates are made, and such unpaid interest will not be deemed to have accrued or be earned for any purpose.
- (e) Any cancellation of interest (whether pursuant to paragraph (a), (b) or (c) of this Clause 3.5 (*Cancellation of payments*)) will not constitute an event of default nor entitle Bondholders to accelerate the Bonds or petition for insolvency or liquidation of the Issuer. Any cancellation of interest will not have any restrictions on the Issuer's activities, or on its ability to make distributions in favour of other capital instruments in its capital structure. The Issuer may use the cancelled payments without restriction to meet its obligations as they fall due.
- (f) The Issuer has no obligation to replace cancelled interest payments with other forms of distribution, and the Issuer has no obligation to pay interest on the Bonds even if distributions have been made in favour of other Own-fund Items.
- (g) Cancellation of payments pursuant to this Clause 3.5 (*Cancellation of payments*) shall be notified in accordance with Clause 8.3 (*Notices*) as soon as possible, but no later than thirty (30) days after the Issuer has decided in its sole discretion to cancel any payments, or when any payments will mandatorily be cancelled to the extent required by the Applicable Regulations for the Issuer and/or the Issuer Group.

3.6 Reduction of Principal

- (a) The Bonds shall absorb losses once a Capital Requirement Breach has occurred in accordance with the Applicable Regulations.
- (b) The Bonds shall be written-down by a reduction of the Outstanding Principal Amount under the Bonds (such reduction a "**Write Down**" and "**Written Down**" being construed accordingly) in case any of the following conditions are met for the Issuer and/or the Issuer Group (each a "**Trigger Event**"):
 - (i) the amount of Own-fund Items eligible to cover the Solvency Capital Requirement is equal to or less than 75% of the Solvency Capital Requirement;
 - (ii) the amount of Own-fund Items eligible to cover the Minimum Capital Requirement is equal to or less than the Minimum Capital Requirement),

(each, a "**Full Write Down Trigger Event**"); or
 - (iii) compliance with the Solvency Capital Requirement is not re-established within a period of three months of the date when a Capital Requirement Breach was first observed (a "**Partial Write Down Trigger Event**").
- (c) Subject to compliance with the Applicable Regulations, the Outstanding Principal Amount of the Bonds shall be Written Down in such a way that all of the following are reduced (x) the claim of the holder of the Bonds in the event of a Bankruptcy Event; (y)

the amount required to be paid on repayment or redemption of Bonds; and (z) the interest paid on the Bonds, provided however that the following provisions shall always be met:

- (i) if a Full Write Down Trigger Event has occurred, the Outstanding Principal Amount shall be Written Down in full; and
- (ii) if a Partial Write Down Trigger Event has occurred and:
 - (A) if a partial Write down of the Principal Outstanding Amount would be sufficient to re-establish compliance with the Solvency Capital Requirement, such a partial Write down of the Principal Outstanding Amount should be done for an amount that is at least sufficient to re-establish compliance with the Solvency Capital Requirement; or
 - (B) if a partial Write down would not be sufficient to re-establish compliance with the Solvency Capital Requirement, the Outstanding Principal Amount as determined at the Issue Date shall be Written Down on a linear basis in a manner which ensures that full Write down will occur when 75% coverage of the Solvency Capital Requirement is reached, or prior to that event; or
 - (C) any higher amount that would be required by the Applicable Regulations in force at the time of the Write Down,

in each case, by a *pro rata* reduction between the Bondholders, and *pro rata* between the Bonds, and any reduction of the Outstanding Principal Amount shall also be reduced *pro rata* with all other Restricted Tier 1 Instruments of the Issuer. The amount of the *pro rata* reduction of the Outstanding Principal Amount on the applicable Write Down Date shall be equal to, at the determination of the Issuer, the amount that, together with the *pro rata* conversion or partial write down of all other Restricted Tier 1 Instruments of the Issuer when compared with the Outstanding Principal Amount at the Issue Date,

- (d) Any Write Down shall be notified in accordance with Clause 8.3 (*Notices*) as soon as possible, but no later than thirty (30) days, after the Issuer has determined (i) that a Trigger Event has occurred and (ii) any approval by the Issuer's Supervisor required by the Applicable Regulations has been obtained. The notice should state (i) that a Trigger Event has occurred, (ii) the date on which the Write Down took effect (the "**Write Down Date**") and (iii) the principal amount by which each Bond will be written down on the Write Down Date.
- (e) Following a Write Down due to a Partial Write Down Trigger Event (an "**Initial Write Down**"):
 - (i) if a Full Write Down Trigger Event subsequently occurs, the Outstanding Principal Amount shall be Written Down in full;
 - (ii) if, by the end of the period of three months from the date of the Partial Write Down Trigger Event that resulted in the Initial Write Down, no Full Write Down Trigger Event has occurred but the SCR Ratio has deteriorated further, the Outstanding Principal Amount at the Issue Date

is Written Down further in accordance with limb (ii)(B) of paragraph (c) of this Clause 3.6 to reflect that further deterioration in the SCR Ratio; and/or

- (iii) a further Write Down is made in accordance with point (ii) of this paragraph (e) for each subsequent deterioration in the SCR Ratio at the end of each subsequent period of three months until compliance with the Solvency Capital Requirement is re-established.
- (f) A Write Down may occur on one or more occasions following each Write Down Testing Date and each Bond may be Written-Down on more than one occasion. Accordingly, if, after a Write Down, a Trigger Event occurs at any Write Down Testing Date, a further Write Down shall be required.
- (g) A reduction of Outstanding Principal Amount will be registered in the CSD, and the Bond Trustee may instruct the CSD to split the Nominal Amount of the Bonds in the event of a Write Down to take place. In the event that the Bonds have been called but not yet redeemed prior to a Write Down will take place, and the Issuer's Supervisor has given its approval to repay the remaining Outstanding Principal Amount, this may be implemented by a reduction of the Redemption Price, or by other ways which give the same intended financial results. The Bond Trustee may instruct the CSD to split the Nominal Amount of the Bonds.
- (h) Following any reduction of the Outstanding Principal Amount, the Issuer may, at its discretion, increase the Outstanding Principal Amount of the Bonds (a "**Discretionary Reinstatement**") provided that such Discretionary Reinstatement:
 - (i) is permitted only after the Issuer and/or the Issuer Group has achieved compliance with the Solvency Capital Requirement;
 - (ii) is not activated by reference to Own-fund Items issued or increased in order to restore compliance with the Solvency Capital Requirement;
 - (iii) occurs only on the basis of Relevant Profits which contribute to Distributable Items made subsequent to the restoration of compliance with the Solvency Capital Requirement in a manner that does not undermine the loss absorbency intended by Article 71(5) of Commission Delegated Regulation 2015/35;
 - (iv) does not result in a Trigger Event;
 - (v) will not result in the Outstanding Principal Amount of the Bonds being greater than the Initial Principal Amount; and
 - (vi) is approved by the Issuer's Supervisor, provided that any such approval is required pursuant to the Applicable Regulations.
- (i) Any Discretionary Reinstatement should be made on a *pro rata* basis among other Restricted Tier 1 Instruments that have been subject to a write down. The maximum amount to be attributed to the sum of Discretionary Reinstatement of Restricted Tier 1 Instruments together with the payment of interest on the reduced amounts after Write Down shall be equal to the Relevant Profit multiplied by the amount obtained by dividing the amount determined in point (i) by the amount determined in point (ii):

- (i) the sum of the nominal amount of all Restricted Tier 1 Instruments of the Issuer at the time of the Discretionary Reinstatement;
- (ii) the total Tier 1 Capital of the Issuer.

Any Discretionary Reinstatement will be made on any Interest Payment Date based on the Issuer's audited annual accounts for the then most recent financial year.

- (j) To the extent that only a part of the Outstanding Principal Amount has been Written Down as provided above on a *pro rata* basis, interest will continue to accrue in accordance with the terms hereof on the then Outstanding Principal Amount, subject to Clause 3.5 (*Cancellation of payments*).
- (k) Any Discretionary Reinstatement pursuant to paragraph (h) and (i) shall be notified in accordance with Clause 8.3 (*Notices*) as soon as possible, but no later than 30 days, following (i) the date on which the Issuer resolves to effect such Discretionary Reinstatement of the Outstanding Principal Amount and (ii) any approval by the Issuer's Supervisor required by the Applicable Regulations has been obtained.
- (l) A Discretionary Reinstatement may occur on one or more occasions until the Outstanding Principal Amount of the Bonds has been reinstated to the Initial Nominal Amount. Any decision by the Issuer to effect or not to effect any Discretionary Reinstatement on any occasion shall not preclude it from effecting or not effecting any Discretionary Reinstatement on any other occasion.
- (m) For the avoidance of doubt, Discretionary Reinstatement shall apply to the Bonds only if, and to the extent that, the Bonds have been Written Down following the occurrence of a Trigger Event in accordance with the provisions of paragraph (b) above. If at any time the Bonds are Written Down pursuant to Chapter 21 sub-chapter I of the Financial Institutions Act, the principal amount by which the Bonds are so written down pursuant to the Financial Institutions Act shall not be reinstated (whether by way of Discretionary Reinstatement or otherwise) in any circumstances, and references herein to a Discretionary Reinstatement up to (or not exceeding) the Initial Principal Amount of the Bonds shall be construed as the Outstanding Principal Amount following the Write Down.

3.7 Optional Redemption

- (a) The Issuer may on the First Call Date or on any Interest Payment Date thereafter, if the Issuer provides satisfactory evidence to the Bond Trustee (on behalf of the Bondholders), that (i) in the opinion of the Issuer Supervisor no Capital Requirement Breach has occurred or is likely to occur as a result of a redemption, and (ii) the Issuer has received prior consent of the Issuer Supervisor, redeem in a manner permitted by any Applicable Regulations and other applicable law all (but not only some) of the outstanding Bonds at the Redemption Price, without any premium or penalty, however, together with any unpaid interest to (but excluding) the Repayment Date.
- (b) If the Issuer and/or the Issuer Group is in a Capital Requirement Breach or repayment or redemption would lead to such Capital Requirement Breach, redemption may be made notwithstanding paragraph (a) above if:

- (i) the Issuer Supervisor has exceptionally waived the suspension of repayment or redemption of that item;
 - (ii) the item is exchanged for or converted into another Restricted Tier I Instrument of at least the same quality; and
 - (iii) the Minimum Capital Requirement is complied with after the repayment or redemption.
- (c) Exercise of an Optional Redemption shall be notified in writing to the Bondholders in accordance with paragraph (b) of Clause 8.3 (*Notices*) at least thirty (30) Business Days prior to the relevant redemption date (the "**Redemption Notice**").
 - (d) If the Issuer provides satisfactory evidence to the Bond Trustee (on behalf of the Bondholders), that a:
 - (i) Capital Disqualification Event;
 - (ii) Rating Agency Event; or
 - (iii) Taxation Event;

has occurred when the Bonds are outstanding, the Issuer may subject to (i) no Capital Requirement Breach having occurred or would occur as a result of a redemption, (ii) prior consent of the Issuer Supervisor, and (iii) the provisions of paragraph (c) of Clause 3.9 (*Preconditions to redemption, purchase, variation or substitution*) below (as applicable), redeem all (but not only some) of the outstanding Bonds at the Redemption Price, without any premium or penalty, however, together with any accrued and unpaid interest to (but excluding) the Repayment Date.

- (e) If the Call Date occurs before ten (10) years after the Issue Date redemption may only be made if the Issuer's and the Issuer Group's Solvency Capital Requirement is exceeded by an appropriate margin taking into account the solvency position of the Issuer or the Issuer Group including the Issuer's medium-term capital management plan.
- (f) Exercise of the Optional Redemption shall be notified by a Redemption Notice.
- (g) Upon a Trigger Event occurring after a Redemption Notice having been disbursed, but prior to settlement of the Optional Redemption having taken place, the relevant Redemption Notice shall be automatically revoked and the Optional Redemption terminated.
- (h) If a call is exercised, the Issuer shall on the settlement date of the call, subject to the provisions of paragraph (g), pay in respect of each Bond the Initial Nominal Amount to the Bondholders, together with any accrued and unpaid interest.

3.8 The Issuer's acquisition of Bonds

- (a) The Issuer or any of its subsidiaries may at any time purchase Bonds in any manner at any price, subject to (i) prior consent of the Issuer Supervisor, and in the case of purchase within the period of five (5) years from the Issue Date, (ii) such purchase shall be funded

out of the proceeds from new issuance of capital of at least the same quality as the Bonds (unless such requirement no longer is required under the Applicable Regulations).

- (b) Any Bonds repurchased by the Issuer or its subsidiaries may at the Issuer's discretion be retained, sold or cancelled by causing such Bonds to be deleted of the records of the CSD.

3.9 Preconditions to redemption, purchase, variation or substitution

- (a) Prior to the publication of any Redemption Notice or any purchase, variation or substitution of the Bonds, provided that no Capital Requirement Breach has occurred or is continuing, the Issuer will be required to be in continued compliance with the applicable capital adequacy requirements set out in the Applicable Regulations and on the same date as publishing any Redemption Notice or making any purchase, variation or substitution of the Bonds the Issuer shall deliver to the Bond Trustee a certificate signed by an authorised signatory of the Issuer confirming such compliance. Any such certificate shall be conclusive evidence of such compliance (it being declared that the Bond Trustee may rely absolutely on such certification without liability to any person).
- (b) Prior to the publication of any Redemption Notice or notice of variation or substitution pursuant to any Optional Redemption by the Issuer upon the occurrence of a Capital Disqualification Event, Rating Agency Event or Taxation Event, the Issuer shall deliver to the Bond Trustee (A) in the case of a redemption, variation or substitution in a Taxation Event a certificate signed by an authorised signatory stating that any or all of the requirements referred to in paragraphs (i), (ii) or (iii) in the definition of Taxation Event will apply on the next Interest Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it, together with an opinion of independent tax counsel of recognized standing to such effect and the Bond Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above; and (B) in the case of a redemption, variation or substitution in a Capital Disqualification Event or Rating Agency Event, a certificate signed by an authorised signatory stating that a Capital Disqualification Event or Rating Agency Event (as applicable) has occurred and is continuing. Any such certificate shall be conclusive and binding on the Bondholders.
- (c) In the case of a redemption or purchase within the period of five (5) years from the Issue Date, (i) the Issuer shall deliver a statement determining that the circumstance entitling it to exercise the right of redemption or purchase was concluded or judged to have been unlikely to occur at the Issue Date; and (ii) such redemption or purchase shall be funded out of the proceeds of a new issuance of capital of at least the same quality as the Bonds (unless such requirement no longer exists under the Applicable Regulations).

3.10 Replacement Solicitation

- (a) If a Capital Disqualification Event has occurred, and to the extent that the Bonds are not otherwise, as a result of such Capital Disqualification Event, called, redeemed or varied pursuant to Clause 3.7 (*Optional redemption*), the Issuer shall:
 - (i) promptly appoint an Independent Agent; and

- (ii) with the advice and assistance of the Independent Agent, and, as soon as reasonably practicable but in any event no later than twelve (12) months from the date of occurrence of that Capital Disqualification Event, solicit interest from new investors for the purchase and subscription of Replacement Securities (the "**Replacement Solicitation**"), provided that no Market Disruption Event has occurred and subject to the Applicable Regulations.
- (b) If, following a Replacement Solicitation and subject to Clauses 3.7 (*Optional Redemption*) and 3.9 (*Preconditions to redemption, purchase, variation or substitution*) the Issuer would, using its commercially reasonable efforts and with the advice and assistance of the Independent Agent, be able to proceed with the issuance of the Replacement Securities on terms that do not materially weaken the income capacity of the Issuer or the Issuer Group and which are consistent with the Issuer's and the Issuer Group's medium-term capital plan, the Issuer shall issue the Replacement Securities and redeem the Bonds at a price equal to their Outstanding Principal Amount together with any accrued interest and accrued and unpaid interest in respect thereof up to (but excluding) the redemption date out of the proceeds of such issuance.
- (c) If, despite using its commercially reasonable efforts, the Issuer would not be able, within twelve (12) months of the occurrence of that Capital Disqualification Event, to proceed with such issuance of Replacement Securities on such terms, the Issuer shall thereafter continue to conduct periodical Replacement Solicitations, provided no Market Disruption Event shall have occurred and subject to the Applicable Regulations and other applicable laws and regulations, until such time as the Issuer would, using its commercially reasonable efforts and with the advice and assistance of the Independent Agent, be able to proceed with the issuance of Replacement Securities on terms that do not materially weaken the income capacity of the Issuer or the Issuer Group which are consistent with the Issuer's and the Issuer Group's medium-term capital plan and in an aggregate amount which would enable the Issuer to redeem the Bonds in full. At such time, subject to Clauses 3.7 (*Optional Redemption*) and 3.9 (*Preconditions to redemption, purchase, variation or substitution*), the Issuer shall issue the Replacement Securities and redeem the Bonds at an amount equal to their Outstanding Principal Amount together with any accrued unpaid interest up to (but excluding) the redemption date out of the proceeds of such issuance or issuances.

3.11 Events of default

- (a) These Bond Terms do not contain any event of default provision and the Bond Trustee (on behalf of the Bondholders) may not declare any event of default by the Issuer of any of its obligations under these Bond Terms neither on the basis of these Bond Terms nor on the basis of general principles of Norwegian law.
- (b) Bondholders may only demand prepayment in the event of a Bankruptcy Event having occurred, and then only in accordance with the Applicable Regulations.

4. GENERAL TERMS OF THE BONDS

4.1 Conditions precedent

4.1.1 Conditions precedent to the Issue Date

- (a) The Bond Trustee shall have received the following documentation, no later than two (2) Business Days prior to the Issue Date:

- (i) these Bond Terms duly signed,
 - (ii) the Issuer's corporate resolution to issue the Bonds,
 - (iii) confirmation that the relevant individuals are authorised to sign on behalf of the Issuer these Bond Terms and other relevant documents in relation hereto, (Company Certificate, Power of Authority etc.),
 - (iv) the Issuer's Articles of Association,
 - (v) confirmation that the requirements set forth in Chapter 7 of the Norwegian Securities Trading Act (prospectus requirements) are fulfilled,
 - (vi) to the extent necessary, any public authorisations required for the issue of the Bonds,
 - (vii) confirmation that the Bonds have been registered in the CSD,
 - (viii) the Bond Trustee Agreement duly signed (to the extent applicable),
 - (ix) confirmation according to paragraph (d) of Clause 4.1.2 (*Confirmation*) if applicable,
 - (x) approval from the Issuer Supervisor regarding issuance of Bonds in accordance with Clause 3.1 (*Use of proceeds*),
 - (xi) any other relevant documentation presented in relation to the issue of the Bonds, and
 - (xii) any statements (including legal opinions) required by the Bond Trustee regarding documentation in this Clause 4.1 (*Conditions precedent*).
- (b) The Bond Trustee may, in its reasonable opinion, waive the deadline or requirements for the documentation as set forth in this Clause 4.1 (*Conditions precedent*).
 - (c) The Issuance of the Bonds is subject to the Bond Trustee's written notice to the Issuer, the manager of the issuance of the Bonds and the Paying Agent that the documents have been controlled and that the required conditions precedent are fulfilled.

4.1.2 Representations and warranties

(a) General

The Issuer makes the representations and warranties set out in this Clause 4.1.2 (*Representations and warranties*) to the Bond Trustee (on behalf of the Bondholders) at the Issue Date and with reference to the facts and circumstances then existing.

(b) Information

All information which has been presented to the Bond Trustee or the Bondholders in relation to the Bonds is, to the best knowledge of the Issuer, having taken all reasonable measures to ensure the same:

- (i) true and accurate in all material respects as at the date the relevant information is expressed to be given; and

- (ii) does not omit any material information likely to affect the accuracy of the information as regards the evaluation of the Bonds in any material respects unless subsequently disclosed to the Bond Trustee in writing or otherwise made publicly known.
- (c) Requirements
- (i) The Issuer has made a valid resolution to issue the Bonds and the provisions of the Finance Documents do not contravene any of the Issuer's other obligations.
- (ii) All public requirements have been fulfilled (i.e. pursuant to chapter 7 of the Norwegian Securities Trading Act), and any required public authorisation has been obtained.
- (d) Confirmation

The Bond Trustee may require a statement from the Issuer confirming the Issuer's compliance with this Clause 4.1.2 (*Representations and warranties*) at the times set out above.

4.2 Information covenants

The Issuer undertakes to:

- (a) inform the Bond Trustee of any other event which may have a material effect on the Issuer's ability to fulfil its obligations pursuant to these Bond Terms,
- (b) inform the Bond Trustee if the Issuer intends to sell or dispose of all or a substantial part of its assets or operations or change the nature of its business,
- (c) upon request, provide the Bond Trustee with its annual and interim reports and any other information reasonably required by the Bond Trustee,
- (d) upon request report to the Bond Trustee the balance of Issuer's Bonds,
- (e) provide a copy to the Bond Trustee of any notice to its creditors to be made according to applicable laws and regulations,
- (f) send a copy to the Bond Trustee of notices to the Exchange which have relevance to the Issuer's liabilities pursuant to these Bond Terms,
- (g) inform the Bond Trustee of changes in the registration of the Bonds in the CSD, and
- (h) inform the Bond Trustee of any events described in Clause 3.5 (*Cancellation of Payment*), 3.6 (*Reduction of Principal*), 3.7 (*Optional Redemption*) and 3.9 (*Preconditions to redemption, purchase, variation or substitution*).

4.3 Registration of Bonds

The Issuer shall continuously ensure the correct registration of the Bonds in the CSD.

4.4 Listing and prospectus

- (a) 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 these Bond Terms.

- (b) 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.
- (c) The Issuer shall ensure that these Bond Terms shall be incorporated in any prospectus and other subscription or information materials related to the Bonds.

5. THE BONDHOLDERS

5.1 Bond Terms binding on all Bondholders

- (a) By virtue of being registered as a Bondholder (directly or indirectly) with the CSD, the Bondholders are bound by these Bond Terms 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.
- (b) These Bond Terms shall be publicly available from the Bond Trustee or the Issuer.
- (c) The Bond Trustee is always acting with binding effect on behalf of all the Bondholders.

5.2 Limitation of rights of action

- (a) No Bondholder is entitled to take any enforcement action, instigate any insolvency procedures, or take other 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 these Bond Terms, provided, however, that the Bondholders shall not be restricted from exercising any of their individual rights derived from these Bond Terms, including any right to exercise any put option.
- (b) 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

- (a) 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.
- (b) 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 (a) 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 (*Bondholders' rights*) 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

- (a) A Bondholders' Meeting may, on behalf of the Bondholders, resolve to alter any of these Bond Terms, including, but not limited to, any reduction of principal or interest and any conversion of the Bonds into other capital classes.
- (b) A Bondholders' Meeting can only resolve that any overdue payment of any instalment will be reduced if there is a *pro rata* reduction of the principal that has not fallen due, however, the meeting may resolve that accrued interest (whether overdue or not) shall be reduced without a corresponding reduction of principal, including if any such accrued and overdue interest has been issued under a separate ISIN in accordance with the regulations of the CSD from time to time.
- (c) The Bondholders' Meeting may not adopt resolutions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders.
- (d) 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.
- (e) At least 50% of the Voting Bonds must be represented at a Bondholders' Meeting for a quorum to be present.
- (f) Resolutions will be passed by simple majority of the Voting Bonds represented at the Bondholders' Meeting, unless otherwise set out in paragraph (g) below.
- (g) Save for any amendments or waivers which can be made without resolution pursuant to Clause 8.1.2 (*Procedure for amendments and waivers*), paragraph (a) and (b), 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 these Bond Terms.

6.2 Procedure for arranging a Bondholders' Meeting

- (a) 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.

- (b) If the Bond Trustee has not convened a Bondholders' Meeting within ten (10) Business Days after having received a valid request for calling a Bondholders' Meeting pursuant

- to paragraph (a) above, then the re-requesting party may itself call the Bondholders' Meeting.
- (c) Summons to a Bondholders' Meeting must be sent no later than ten (10) Business Days prior to the proposed date of the Bondholders' Meeting. The Summons shall be sent to all Bondholders registered in the CSD at the time the Summons is sent from the CSD. 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).
 - (d) 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 these Bond Terms, a description of the proposed amendments must be set out in the Summons.
 - (e) Items which have not been included in the Summons may not be put to a vote at the Bondholders' Meeting.
 - (f) 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 this would constitute a breach by the Issuer's obligations pursuant to Clause 3.4.1 (*Covenant to pay*).
 - (g) A Bondholders' Meeting may be held on premises selected by the Bond Trustee, or if paragraph (b) above applies, by the person convening the Bondholders' Meeting (however to be held in Oslo). The Bondholders' Meeting will be opened and, unless otherwise decided by the Bondholders' Meeting, chaired by the Bond Trustee (the "**Chairperson**"). If the Bond Trustee is not present, the Bondholders' Meeting will be opened by a Bondholder and the Chairperson elected by the Bondholders' Meeting.
 - (h) 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 with regard to whether a person is a Representative or entitled to vote, the Chairperson will decide who may attend the Bondholders' Meeting and exercise voting rights.
 - (i) 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.
 - (j) 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 (1) 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.

- (k) 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).
- (l) 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

- (a) Each Bondholder (or person acting for a Bondholder under a power of attorney) may cast one (1) 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.
- (b) Issuer's Bonds shall not carry any voting rights. The Chairperson shall determine any question concerning whether any Bonds will be considered Issuer's Bonds.
- (c) For the purposes of this Clause 6 (*Bondholders' decisions*), 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.
- (d) 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

- (a) Even if the necessary quorum set out in paragraph (e) of Clause 6.1 (*Authority of the Bondholders' Meeting*) 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 ten (10) Business Days of that Bondholders' Meeting, convene a repeated meeting with the same agenda as the first meeting.
- (b) 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 paragraph (e) of Clause 6.1 (*Authority of the Bondholders' Meeting*) 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.

- (c) 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

- (a) Subject to these Bond Terms, 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.
- (b) 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.
- (c) The Summons for the Written Resolution shall be sent to the Bondholders registered in the CSD at the time the Summons is sent from the CSD and published at the Bond Trustee's web site, or other relevant electronic platform or via press release.
- (d) 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 paragraphs (g), (h) and (i) of Clause 6.2 (*Procedure for arranging Bondholders Meetings*); or
 - (ii) provisions which are otherwise in conflict with the requirements of this Clause 6.5 (*Written Resolution*),

shall not apply to a Written Resolution.
- (e) 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 (the "**Voting Period**"), which shall be at least ten (10) Business Days but not more than fifteen (15) Business Days from the date of the Summons.

- (f) Only Bondholders of Voting Bonds registered with the CSD 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.
- (g) A Written Resolution is passed when the requisite majority set out in paragraph (f) or paragraph (g) of Clause 6.1 (*Authority of Bondholders' Meeting*) 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 passed if the sufficient numbers of negative votes are received prior to the expiry of the Voting Period.
- (h) 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.
- (i) If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the close of business on the last day of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in paragraphs (e) to (g) of Clause 6.1 (*Authority of Bondholders' Meeting*).

7. THE BOND TRUSTEE

7.1 Power to represent the Bondholders

- (a) 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 these Bond Terms, requesting the commencement of bankruptcy or other insolvency proceedings or filing of any other claim against the Issuer, or others or requesting that the Issuer is taken under public administration.
- (b) 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.
- (c) In order to carry out its functions and obligations under these Bond Terms, the Bond Trustee will have access to the relevant information regarding ownership of the Bonds, as recorded and regulated with the CSD.

7.2 The duties and authority of the Bond Trustee

- (a) 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.
- (b) The Bond Trustee is not obligated to assess or monitor the financial condition of the Issuer unless to the extent expressly set out in these Bond Terms, or to take any steps to ascertain whether any Capital Requirement Breach has occurred. Until it has actual knowledge to the contrary, the Bond Trustee is entitled to assume that no Capital Requirement Breach 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 these Bond Terms.

- (c) 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.
- (d) The Bond Trustee is entitled to engage external experts when carrying out its duties under the Finance Documents.
- (e) The Bond Trustee shall hold all amounts recovered on behalf of the Bondholders on separated accounts.
- (f) The Bond Trustee will ensure 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 these Bond Terms, any other Finance Document, or any applicable law.
- (g) 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.
- (h) 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 paragraphs (e) and (g) of Clause 7.4 (*Expenses, liability and indemnity*), 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.

- (i) 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.
- (j) The Bond Trustee may instruct the CSD to split the Nominal Amount of the Bonds to a lower nominal value in order to facilitate partial redemptions, depreciations (Write Down) or restructurings of the Bonds or in other situations where such split is deemed necessary.

7.3 Equality and conflicts of interest

- (a) 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.
- (b) 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

- (a) 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 these Bond Terms.
- (b) 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.
- (c) 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.
- (d) 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 to the interests of the Bondholders.
- (e) 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.
- (f) 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) 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.

- (g) The Issuer shall on demand by the Bond Trustee pay all costs incurred for external experts engaged after the occurrence of a Capital Requirement Breach, or for the purpose of investigating or considering (i) an event or circumstance which the Bond Trustee reasonably believes is or may lead to an Capital Requirement Breach or (ii) a matter relating to the Issuer or any of the Finance Documents which the Bond Trustee reasonably believes may constitute or lead to a breach of any of the Finance Documents or otherwise be detrimental to the interests of the Bondholders under the Finance Documents.
- (h) Fees, costs and expenses payable to the Bond Trustee which are not reimbursed in any other way due to a Capital Requirement Breach, the Issuer being insolvent or similar circumstances, 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.
- (i) As a condition to effecting any instruction from the Bondholders 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

- (a) 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' Decision*), and the Bondholders may resolve to replace the Bond Trustee without the Issuer's approval.
- (b) 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 (*Replacement of the Bond Trustee*), initiated by the retiring Bond Trustee.
- (c) If the Bond Trustee is insolvent, or otherwise is permanently unable to fulfil its obligations under these Bond Terms, the Bond Trustee shall be deemed to have resigned and a successor Bond Trustee shall be appointed in accordance with this Clause 7.5 (*Replacement of the Bond Trustee*). The Issuer may appoint a temporary Bond Trustee until a new Bond Trustee is elected in accordance with paragraph (a) above.
- (d) 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.

- (e) 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. OTHER PROVISIONS

8.1 Amendments and waivers

8.1.1 Approval from both parties

Amendments of these Bond Terms may only be made with the approval of the parties to these Bond Terms, with the exception of amendments related to Clause 7.5 (*Replacement of the Bond Trustee*).

8.1.2 Compliance with the Applicable Regulations

The Issuer and the Bond Trustee (on behalf of the Bondholders) shall be entitled to make amendments of the terms of the Bonds which are of a formal, minor or technical nature or are made to correct a manifest error. As the Bonds are issued for solvency capital adequacy purposes as set out herein, the Bond Trustee shall furthermore be entitled (but not obliged), upon request from the Issuer and subject to approval from the Issuer Supervisor, be entitled to make amendments to the terms of Bonds to ensure that the Bonds continue to qualify as Restricted Tier 1 Instruments of the Issuer for the purpose of the Applicable Regulations as set out under Purpose above, where such change is required as a result of any change in the Applicable Regulations, or in any official interpretation thereof. Other amendments to the terms of the Bonds shall be subject to approval by the Bondholders' meeting (with simple or qualified majority, as the case may be) and, if and where relevant, the Issuer Supervisor's consent.

8.1.3 Procedure for amendments and waivers

The Issuer and the Bond Trustee (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive a past default or anticipated failure to comply with any provision in a Finance Document, provided that:

- (a) 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; or
- (b) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
- (c) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 6 (*Bondholders' Decisions*).

8.4 Contact information

The Issuer and the Bond Trustee shall ensure that the other party is kept informed of any changes in its postal address, e-mail address, telephone and fax numbers and contact persons.

8.5 Governing law

These Bond Terms shall be governed by and construed in accordance with Norwegian law.

8.6 Jurisdiction

The Bond Trustee and the Issuer agree for the benefit of the Bond Trustee and the Bondholders that the Oslo district court (*Oslo Tingrett*) shall have jurisdiction with respect to any dispute arising out of or in connection with these Bond Terms (a "**Dispute**"). 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 these Bond Terms against the Issuer or any of its assets may be brought in such court and that the Issuer shall be prevented from taking proceedings relating to a Dispute in any other court of law.

Paragraph (a) above has been agreed for the benefit of the Bond Trustee and the Bondholders only. The Bond Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bond Trustee may also take concurrent proceedings in any number of jurisdictions. Accordingly, it is agreed that the Oslo district court (*Oslo Tingrett*) has non-exclusive jurisdiction to settle any Dispute.

SIGNATURES

The Issuer

By: Name: *Henrik Golfetto Høy*

The Bond Trustee

By: 

Name: