



Arbejdernes Landsbank

Aktieselskabet Arbejdernes Landsbank
(incorporated as a public limited liability company in Denmark)

DKK 11,000,000,000

Medium Term Note Programme

Under this DKK 11,000,000,000 Medium Term Note Programme (the “**Programme**”), Aktieselskabet Arbejdernes Landsbank (the “**Issuer**” or “**Arbejdernes Landsbank**”) may from time-to-time issue notes which may be (i) preferred senior notes (“**Preferred Senior Notes**”) or (ii) non-preferred senior notes (the “**Non-Preferred Senior Notes**” and, together with the Preferred Senior Notes, the “**Notes**”) as indicated in the relevant Final Terms (as defined below). Notes may be denominated in any currency (including DKK, EUR, NOK and SEK) agreed between the Issuer and the relevant Dealer (as defined below).

The maximum aggregate principal amount of all Notes from time to time outstanding under the Programme will not exceed DKK 11,000,000,000, subject to any increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified on this front page of the Prospectus and any additional Dealer appointed under the Programme from time to time, which appointment may be for a specific issue of Notes or on an ongoing basis (each, a “**Dealer**” and together, the “**Dealers**”). References in this Prospectus to the “relevant Dealer” shall, in the case of an issue of Notes being (or intended to be) subscribed by one or more Dealers, be to all Dealers agreeing to purchase such Notes. The Issuer has reserved the right to issue Notes to persons other than Dealers.

This prospectus (the “**Prospectus**”) has been approved as a base prospectus by the Danish Financial Supervisory Authority (in Danish: *Finanstilsynet*) (the “**Danish FSA**”), as competent authority under Regulation (EU) 2017/1129 (as amended) (the “**Prospectus Regulation**”). The Danish FSA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

An application may be made to Nasdaq Copenhagen A/S (“**Nasdaq Copenhagen**”) for Notes issued under the Programme to be admitted to trading and official listing on the regulated market of Nasdaq Copenhagen or on another regulated market in the European Economic Area (the “**EEA**”) for the purposes of Directive 2014/65/EU (as amended) (“**MiFID II**”). References in this Prospectus to the Notes being “listed” (and all related references) shall mean that, unless otherwise specified in the relevant Final Terms, the Notes have been admitted to trading and official listing on Nasdaq Copenhagen.

This Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market for the purposes of MiFID II in the EEA and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Prospectus is no longer valid.

The requirement to publish a prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market in the EEA and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under “Terms and Conditions of the Notes”) of Notes will be set out in a final terms document (the “**Final Terms**”) which will, where listed, be delivered to the Danish FSA and Nasdaq Copenhagen (or that other regulated market where the Notes are to be listed).

Copies of Final Terms in relation to Notes to be listed on Nasdaq Copenhagen or that other regulated market where the Notes are to be listed) will also be published on the website of the Issuer.

The Notes issued under the Programme will be issued in uncertificated dematerialised book entry form and settled through either VP Securities A/S (branded as *Euronext Securities Copenhagen*) (“**VP**”) (“**VP Notes**”) or Verdipapirsentralen ASA (branded as *Euronext Securities Oslo*) (“**VPS**”) (“**VPS Notes**”) as specified in the relevant Final Terms.

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

The Issuer has as of the date of this Prospectus been rated A2 (long term unsecured rating) and P-1 (short term unsecured rating) by Moody’s Investors Service (Nordics) AB (“**Moody’s**”).

For the purposes of Regulation (EC) no. 1060/2009 on credit rating agencies (as amended) (the “**CRA Regulation**”), the credit ratings included or referred to in this Prospectus have been issued by Moody’s. Moody’s is established in the EEA and is registered under the CRA Regulation. Tranches of Notes to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will be specified in the relevant Final Terms. The ratings may not reflect the potential impact of all risks related to structure, market and other factors that may affect the value of the Notes. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

Prospective investors should have regard to the factors described under the section headed “*Risk Factors*” in this Prospectus and the investment considerations described under the section headed “*Investment Considerations*”.

Arranger
Danske Bank

Dealers

Danske Bank

Nykredit Bank A/S

Dated 30 August 2023

This Prospectus comprises a base prospectus in respect of all Notes issued under the Programme for the purposes of Article 8 of the Prospectus Regulation and for the purposes of giving information with regard to the Issuer together with its consolidated subsidiaries (the “**Arbejdernes Landsbank Group**” or the “**Group**”) and the Notes which, according to the particular nature of the Issuer and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer, the rights attaching to the Notes and the reasons for the issuance and its impact on the Issuer.

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “*Documents Incorporated by Reference*”).

Other than in relation to the documents which are deemed to be incorporated by reference (see “*Documents Incorporated by Reference*”), the information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinised or approved by the Danish FSA.

To the fullest extent permitted by law, none of the Dealers and the Arranger accepts any responsibility for the contents of this Prospectus or for any other statement, made or purported to be made by the Arranger or a Dealer or on its behalf in connection with the Issuer or the issue and offering of the Notes. The Arranger and each Dealer accordingly disclaim all and any liability, whether arising in tort or contract or otherwise (save as referred to above), which it might otherwise have in respect of this Prospectus or any such statement. The Arranger and the Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme.

Neither this Prospectus nor any other information supplied in connection with the Programme or any Notes should be considered as a recommendation or constituting an invitation or offer by the Issuer or any of the Dealers that any recipient of this Prospectus or any other information supplied in connection with the Programme or any Notes should subscribe or purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Notes.

The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this document may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers which would permit a public offering of any Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this Prospectus or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the EEA (including, for these purposes, Denmark, Norway and Sweden), the United Kingdom and Japan (see “*Subscription and Sale*”).

The Notes have not been and will not be registered under the United States Securities Act 1933, as amended, (the “**Securities Act**”). Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to US persons (see “*Subscription and Sale*”).

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

All references in this document to “**DKK**” or “**Danish Kroner**” are to the lawful currency of Denmark, those to “**euro**”, “**EUR**” or “**€**” are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union (as amended from time to time), those to “**NOK**” or “**Norwegian Kroner**” are to the lawful currency of Norway and to “**SEK**” or “**Swedish Kronor**” are to the lawful currency of Sweden.

In this Prospectus, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

EU BENCHMARKS REGULATION

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) no. 2016/1011 (as amended) (the “**EU Benchmarks Regulation**”). If any such reference rate does constitute such a benchmark, the relevant Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“**ESMA**”) pursuant to Article 36 (*Register of administrators and benchmarks*) of the EU Benchmarks Regulation. Transitional provisions in the EU Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Final Terms. The registration status of any administrator under the EU Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the relevant Final Terms to reflect any change in the registration status of the administrator.

MIFID II PRODUCT GOVERNANCE/TARGET MARKET

The relevant Final Terms, in respect of any Notes will include a legend titled “MiFID II product governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

UK MiFIR PRODUCT GOVERNANCE/TARGET MARKET

The relevant Final Terms, in respect of any Notes may include a legend entitled “UK MiFIR product governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue of Notes about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purposes of the UK MiFIR Product Governance Rules.

IMPORTANT – EEA RETAIL INVESTORS

If the relevant Final Terms, in respect of any Notes includes a legend entitled “Prohibition of Sales to EEA Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a “**retail investor**” means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended) (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) no. 1286/2014 (as amended) (the “**PRIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.

IMPORTANT – UNITED KINGDOM RETAIL INVESTORS

If the relevant Final Terms, in respect of any Notes includes a legend entitled “Prohibition of Sales to United Kingdom Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or

otherwise made available to any retail investor in the United Kingdom. For these purposes, a “**retail investor**” means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended) (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.

IMPORTANT – PURSUING LIQUIDATION OR BANKRUPTCY CLAIMS AGAINST THE ISSUER IN DENMARK

The Issuer is incorporated in Denmark. If proceedings with respect to the liquidation or bankruptcy of the Issuer should occur, the Noteholders of a relevant Series of Notes would be required to pursue their claims on such Notes in proceedings with respect to the Issuer in Denmark. To the extent that the relevant Noteholders are entitled to any recovery with respect to such Notes in any such Danish bankruptcy proceedings, such Noteholders would be entitled to a recovery in Danish Kroner. In the case of Notes denominated in a currency other than Danish Kroner, such recovery in Danish Kroner would be based on the relevant conversion rate of Danish Kroner to such currency in effect on the date the Issuer entered into such liquidation or bankruptcy proceedings.

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GENERAL DESCRIPTION OF THE PROGRAMME AND THE TERMS AND CONDITIONS OF THE NOTES

Under the Programme, the Issuer may from time-to-time issue Notes denominated in any currency (including DKK, euro, NOK and SEK), subject as set out herein. An overview of the Programme and the Conditions (as defined under “Terms and Conditions of the Notes”) appears below. The applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer prior to the issue of the Notes and will be set out in the Conditions incorporated by reference into the Notes, as completed by the relevant Final Terms, incorporated by reference into the Notes.

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the relevant Final Terms. Words and expressions defined in the Conditions shall have the same meanings in this overview.

Issuer:	Aktieselskabet Arbejdernes Landsbank
Website of the Issuer:	www.al-bank.dk . The information on the website does not form part of this Prospectus, unless that information is incorporated by reference.
Issuer Legal Entity Identifier (LEI):	549300D6BJ7XOO03RR69
Description:	Medium Term Note Programme
Arranger:	Danske Bank A/S
Dealers:	Danske Bank A/S Nykredit Bank A/S
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “ <i>Subscription and Sale</i> ”).
VP Issuing Agent for VP Notes:	Aktieselskabet Arbejdernes Landsbank (being authorised by VP to process and register issues in the system operated by VP).
VPS Issuing Agent for VPS Notes:	Danske Bank A/S (being authorised by VPS to process and register issues in the system operated by VPS).
Programme size:	Up to DKK 11,000,000,000 outstanding at any one time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement (as defined below).
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, such currencies as may be agreed between the Issuer and the relevant Dealer as indicated in the relevant Final Terms.
Issue price:	Notes shall be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
Form of Notes:	Notes may be issued under the Programme in uncertificated dematerialised book entry form, settled through VP (“ VP Notes ”) or through VPS (“ VPS Notes ”) as may be specified in the relevant Final Terms. VP Notes and VPS Notes will be in dematerialised form and will not be evidenced by any physical note or document of title. Ownership of VP Notes will be recorded in the book entry system maintained by VP and transferred through the securities settlement system maintained by VP. Settlement of the VP Notes may take place on either the

VP settlement platform or on the TARGET2-Securities (“T2S”) platform (or any successor or replacement thereto) if the required conditions for T2S settlement as set out in VP’s settlement rules are fulfilled.

Notes issued through VP will be negotiable instruments which are not subject to any restrictions on their free negotiability within Denmark, but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes specified under “Specified Denomination(s)” in the relevant Final Terms, or under laws to which a Noteholder may be subject.

Ownership of VPS Notes will be recorded in the book entry system maintained by VPS and transferred through the securities settlement system maintained by VPS. Settlement of the VPS Notes will take place on the VPS settlement platform. Any such Notes settled on the VPS settlement platform must comply with the Norwegian Act of 15 March 2019 no. 6 on Central Securities Depositories (the “CSD Act”) which implements Regulation (EU) no. 909/2014 (“CSDR”) into Norwegian law, any regulations passed under the CSD Act and the rules of VPS, in each case as amended or replaced from time to time, and the Noteholders of such Notes will be entitled to the rights and are subject to the obligations and liabilities which arise under the applicable legislation as well as the terms and conditions in effect from time to time of VPS.

Notes issued through VPS will be negotiable instruments which are not subject to any restrictions on their free negotiability within Norway, but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes specified under “Specified Denomination(s)” in the relevant Final Terms, or under laws to which a Noteholder may be subject.

Status of Notes:

The Notes may be Preferred Senior Notes or Non-Preferred Senior Notes, as specified in the relevant Final Terms.

The Preferred Senior Notes will constitute direct, unsecured and unsubordinated debt obligations of the Issuer, and shall at all times rank:

- (i) *pari passu* without any preference among themselves;
- (ii) at least *pari passu* with all other outstanding senior, unsecured and unsubordinated obligations of the Issuer (save for obligations which may be preferred by law, including obligations benefitting from a preferred ranking to the Preferred Senior Notes), present and future, without any preference by reason of priority of date of creation, currency of payment or otherwise as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and
- (iii) senior to any Non-Preferred Senior Obligations of the Issuer as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

The Non-Preferred Senior Notes on issue will constitute Non-Preferred Senior Obligations of the Issuer.

The Non-Preferred Senior Notes will constitute direct and unsecured debt obligations of the Issuer, and shall at all times rank:

- (i) *pari passu* without any preference among themselves;
- (ii) *pari passu* with any other obligations or instruments of the Issuer that rank or are expressed to rank *pari passu* with the Non-Preferred Senior Notes (including any other Non-Preferred Senior Obligations of the Issuer), in each case as regards the right to receive periodic payments

on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;

- (iii) senior to holders of the Ordinary Shares and any other obligations or capital instruments of the Issuer that rank or are expressed to rank junior to the Non-Preferred Senior Notes, or any obligations pursuant to Section 98 of the Danish Bankruptcy Act, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and
- (iv) junior to present or future claims of (a) depositors of the Issuer and (b) unsubordinated creditors of the Issuer pursuant to Section 97 of the Danish Bankruptcy Act, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

Maturities:

Notes may be issued having any maturity, subject to such minimum or maximum maturity as may be allowed or required from time to time by the Relevant Regulator or any laws or regulations applicable to the Issuer or the relevant Specified Currency.

As at the date of this Prospectus, Section 13(3) of the Danish Recovery and Resolution Act provides that, to rank as Non-Preferred Senior Obligations, each Tranche of Non-Preferred Senior Notes must have an original maturity of at least one year.

Redemption:

Subject to any purchase and cancellation or early redemption, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date.

Specified Denomination:

Notes will be issued in such denominations as may be specified in the relevant Final Terms, save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and save that in respect of Notes either (i) all trades in Notes as well as the initial subscription for Notes shall be in a minimum amount of €100,000 or (ii) the minimum specified denomination of each Note will be €100,000 (or, in each case, if the Notes are denominated in a currency other than euro, the equivalent amount as of the relevant date of issue in such other currency).

Fixed Rate Notes:

Fixed Rate Notes will bear interest at a fixed rate of interest specified in the relevant Final Terms and will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.

Floating Rate Notes:

Floating Rate Notes will bear interest determined separately for each Series by reference to EURIBOR, CIBOR, STIBOR or NIBOR (subject, if applicable, to the benchmark replacement provisions in the Conditions) as adjusted for any applicable margin as specified in the relevant Final Terms.

Interest periods will be specified in the relevant Final Terms, and interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.

Reset Notes:

Reset Notes will have reset provisions pursuant to which the relevant Notes will, in respect of an initial period, bear interest at an initial fixed rate of interest specified in the relevant Final Terms. Thereafter, the fixed rate of interest will be reset on one or more date(s) by reference to a mid-market swap rate or a rate based on the yield for an identified government bond or certain government bonds (in each case relating to the relevant Specified Currency), and for a period equal to the Reset Period, as adjusted for any applicable margin, in each case as may be specified in the relevant Final

Terms. Interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.

Interest Periods and Interest Rates:

The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.

Optional redemption (Issuer call):

The relevant Final Terms, will state whether the relevant Notes may be redeemed prior to their stated maturity at the option of the Issuer and, if so, the terms applicable to such redemption. Any such redemption shall be subject to the provisions of Condition 6(j) (*Conditions to redemption etc. prior to the Maturity Date*).

Redemption upon the occurrence of a Tax Event:

Early redemption will be permitted at the option of the Issuer upon the occurrence of a Tax Event as described in Condition 6(c) (*upon the occurrence of a Tax Event*), subject to the provisions of Condition 6(j) (*Conditions to redemption etc. prior to the Maturity Date*).

Redemption upon the occurrence of a MREL Disqualification Event:

If so specified in the relevant Final Terms, early redemption will be permitted at the option of the Issuer upon the occurrence of a MREL Disqualification Event as described in Condition 6(d) (*Redemption upon the occurrence of a MREL Disqualification Event*), subject to the provisions of Condition 6(j) (*Conditions to redemption etc. prior to the Maturity Date*).

Redemption at the option of the Issuer (Clean-up call):

If (i) the Clean-up Call Option is specified in the relevant Final Terms and (ii) at any time, the outstanding aggregate nominal amount of the Notes of the relevant Series is 20 per cent. (or such other amount as may be specified in the relevant Final Terms) or less of the aggregate nominal amount of the Notes of such Series originally issued, early redemption will be permitted at the option of the Issuer as described in Condition 6(f) (*Redemption at the option of the Issuer (Clean-up Call)*), subject to the provisions of Condition 6(j) (*Conditions to redemption etc. prior to the Maturity Date*).

Substitution and variation:

If a MREL Disqualification Event and/or a Tax Event has/have occurred and is/are continuing, the Issuer may, if so specified in the relevant Final Terms, subject to the provisions of Condition 6(j) (*Conditions to redemption etc. prior to the Maturity Date*), at its option, substitute all (but not some only) of such Notes or vary the terms of all (but not some only) of such Notes, without any requirement for the consent or approval of the Noteholders of such Notes, so that they become or remain (in the case of Preferred Senior Notes) Qualifying Preferred Senior Notes or (in the case of Non-Preferred Senior Notes) Qualifying Non-Preferred Senior Notes.

Negative pledge:

None.

Enforcement Events:

There will be enforcement events relating only to non-payment (allowing a Noteholder to institute proceedings in Denmark in order to recover the amounts due from the Issuer to such Noteholder) and the liquidation or bankruptcy of the Issuer, provided that a Noteholder may not itself file for the liquidation or bankruptcy of the Issuer.

Meetings of Noteholders and modifications:

The Notes contain provisions for convening and holding a Noteholders' Meeting or instigating a Written Procedure, as described in further detail in Condition 12 (*Decisions by Noteholders*), Condition 13 (*Noteholders' Meeting*) and Condition 14 (*Written Procedure*) to consider matters affecting the interests of the Noteholders of a Series of Notes generally. These provisions permit defined majorities to bind all Noteholders of such Series including Noteholders of such Series who did not vote at the relevant meeting or reply in a Written Procedure and Noteholders of such Series who voted or replied in a manner contrary to the majority.

The Issuer may also, subject to Condition 6(j) (*Conditions to redemption etc. prior to the Maturity Date*), make any modification to the relevant Series of Notes which is not prejudicial to the interests of the Noteholders of such Series without the consent of the Noteholders of such Series. Any such modification shall be binding on the Noteholders of such Series.

Ratings:

Tranches of Notes may be rated or unrated. Where a Tranche of Notes is to be rated, the applicable rating(s) will be specified in the relevant Final Terms.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision or withdrawal at any time by the assigning rating agency.

Taxation:

All payments of principal and interest in respect of the Notes by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Denmark or any authority therein or thereof having power to tax, unless the withholding or deduction is required by law. In that event, in the case of a payment of interest only, the Issuer shall, save in certain limited circumstances provided in Condition 8 (*Taxation*), be required to pay Additional Amounts as will result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required.

Governing law and jurisdiction:

Save as provided in the sentence that follows, the Conditions and the Notes shall be governed by, and construed in accordance with, Danish law. If the Securities Depository is VPS, Conditions 3(a) (*Form, Issue Date, currency, denomination, nominal amount and trades*), 3(b) (*Transferability and Title*) and 19 (*Notices*) are governed by, and shall be construed in accordance with, Norwegian law.

The courts of Denmark shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Conditions and the Notes.

Listing and admission to trading:

An application may be made to Nasdaq Copenhagen for Notes issued under the Programme to be admitted to trading and official listing on the regulated market of Nasdaq Copenhagen or on another regulated market in the EEA. A Series of Notes may also be unlisted or not admitted to trading on any market or may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. The relevant Final Terms, in respect of the issue of any Notes will specify whether or not such Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

Use of Proceeds:

An amount equal to the net proceeds from the issue of each Tranche of Notes will be applied by the Issuer (a) to fulfil its MREL requirement (including on a consolidated basis) and (b) for its general corporate purposes, or where “Green Bonds” is specified in the applicable Final Terms to finance or refinance, in whole or in part, Eligible Green Projects, as further specified in “*Use of Proceeds*” below.

If, in respect of any particular Tranche of issue of Notes, there is any other particular identified use of proceeds, this will be stated in the applicable Final Terms.

Selling restrictions:

For a description of restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the EEA, the United Kingdom, Japan, Norway, Sweden and Denmark, see “*Subscription and Sale*” below.

RISK FACTORS

In purchasing Notes, Noteholders assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due under the Notes. There is a wide range of factors which individually, or collectively, could result in the Issuer becoming unable to make all payments due under the Notes. The Issuer may not be aware of all relevant factors and certain factors which the Issuer currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. In this Prospectus, the Issuer has identified a number of risks which could materially adversely affect the Issuer's business as well as the Issuer's ability to make payments due under the Notes.

The risk factors are grouped in two main sections. The first section covers risk factors which may affect the Issuer's ability to fulfil its obligations under the Notes issued under the Programme. The second section covers risk factors which the Issuer believes may be material in relation to the Notes (including risks in relation to the structure of a particular issue of Notes, risks related to notes generally and market risks related to the Issuer and/or the Notes).

The most material risks, as currently assessed by the Issuer, taking into account, (i) the expected magnitude of their negative impact on the Issuer and/or the Notes and (ii) the probability of their occurrence, are set out first in the risk factor categories "Risk factors that may affect the Issuer's ability to fulfil its obligations under the Notes issued under the Programme" and "Risk factors relating to the Notes – Risks related to the structure of a particular issue of Notes". To the extent deemed possible by the Issuer, the Issuer has included an assessment of the probability of the occurrence of the risks set out in the risk factor categories "Risk factors that may affect the Issuer's ability to fulfil its obligations under the Notes issued under the Programme". Where such assessment of probability is not included, the Issuer has not deemed it possible to assess the probability of the occurrence of such risks.

Prospective Noteholders should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

Words and expressions defined in the Conditions or elsewhere in this Prospectus have the same meanings in this section, unless otherwise stated. References to a numbered "Condition" shall be to the relevant Condition in the Conditions.

1. RISK FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER NOTES ISSUED UNDER THE PROGRAMME

1.1. Credit risk related to borrowers, counterparties and customers of the Arbejdernes Landsbank Group may have an adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position and/or prospects

Credit risk is the risk of loss that the Arbejdernes Landsbank Group may incur as a result of a counterparty is wholly or partly unable to make payments, or fails to make payments for example as a result of the materialisation of the risks and/or events referred to in "*Risks related to the general economic and geopolitical conditions may have a material adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position and/or prospect*" below. Credit risk also encompasses that the Arbejdernes Landsbank Group may be unable to assess the credit risk of potential borrowers or other counterparties. Consequently, the Arbejdernes Landsbank Group may provide loans, credits and other financial products to customers that increase the Arbejdernes Landsbank Group's credit risk exposure more than intended. Credit risk is an inherent part of the Arbejdernes Landsbank Group's business.

As of 31 December 2022, the Arbejdernes Landsbank Group's risk exposure amount for credit risk amounted to DKK 46,762 million out of the total risk exposure amount ("**Risk Exposure Amount**" or "**REA**") of DKK 60,098.2 million. This makes credit risk the largest contribution to the REA of the Arbejdernes Landsbank Group.

The vast majority of the Arbejdernes Landsbank Group credit risk arises from the Arbejdernes Landsbank Group's loan portfolio and from credit lines, guarantees leasing and factoring. Furthermore, credit risk also includes settlement and counterparty risks. Settlement risk is the risk arising when payments are settled, for instance payments for financial instruments, such as derivatives. The risk arises when the Issuer transfers payments before it has attained full assurance that the counterparty has met all its obligations. Counterparty risk is the risk of suffering a loss as a consequence of financial counterparties or customers defaulting on their obligations in connection with trade in money market loans and financial instruments, such as derivatives.

Similar to other Danish banks, Arbejdernes Landsbank is subject to on-going inspections by the Danish FSA from time to time (see "*Risks relating to the Arbejdernes Landsbank Group becoming involved in supervisory actions, litigation and regulatory investigations may have an adverse effect on the Arbejdernes Landsbank Group's business, results of operations, reputation, financial position and/or prospects*"). In April 2022, Arbejdernes Landsbank was subject to an ordinary inspection by the Danish FSA, which resulted in (i) orders from the Danish FSA regarding,

inter alia, Arbejdernes Landsbank's credit processes and functions, for example in respect of credit approvals and the internal control environment and (ii) an increase to the Arbejdernes Landsbank Group's additional own funds requirement of 0.2 percentage point. Arbejdernes Landsbank is in compliance with most of the orders from the Danish FSA and Arbejdernes Landsbank expects to be in compliance with all orders by the end of 2023.

The Issuer believes that the Arbejdernes Landsbank Group most probably will suffer losses from credit risk in the future, some of which may be material in amount, which could have an adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position and/or prospects. Depending on the magnitude of the materialisation of the credit risks described above, this may have a material adverse effect on the Issuer's ability to pay interest, principal or other amounts on or in connection with the Notes and ultimately lead to an application of the Danish Statutory Loss Absorption Powers in respect of the Notes.

For an overview of the credit risk of the Arbejdernes Landsbank Group as of 31 December 2022 reference is made to pages 125-138 of the Arbejdernes Landsbank 2022 Annual Report incorporated by reference into this Base Prospectus. Reference is also made to pages 23-32 of the 2022 Group Risk Report. See "*Documents incorporated by reference*" below.

1.2. *Risks related to the operations, business and reputation of the Arbejdernes Landsbank Group may have a material adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position, reputation and/or prospects*

Operational risk is understood as the risk of loss that the Arbejdernes Landsbank Group may incur which results from inappropriate or incomplete internal procedures, human errors and systems failure, or as a consequence of external events, including legal risks. All activities of the Arbejdernes Landsbank Group are subject to operational risk.

Operational risks are categorized on the basis of the seven event types defined by the CRR, which are: (i) employment practices and workplace safety, (ii) external fraud, (iii) business disruption and system failures, (iv) internal fraud, (v) clients, products and business practice, (vi) execution, delivery and process management and (vii) damage to physical assets.

As of 31 December 2022, the Arbejdernes Landsbank Group's risk exposure amount for operational risk amounted to DKK 6,697.4 million out of the total REA of the Arbejdernes Landsbank Group of DKK 60,098.2 million.

The Arbejdernes Landsbank Group's business activities are increasingly dependent on highly advanced IT systems and IT is essential to support the business activities. Until the Group has fully automatized all of their processes for example with respect to handling of data consolidation, the operational risk of the Group in this respect also relates to execution and management of such manual processes.

In November 2022, Arbejdernes Landsbank was subject to an IT-inspection by the Danish FSA. The final report was received by Arbejdernes Landsbank in March 2023. The inspection resulted in orders from the Danish FSA on improving certain areas of the IT-risk processes, IT-continuity planning and BCP-testing regarding especially the BEC environment. Arbejdernes Landsbank expects to be in compliance with these orders by the end of 2023. Until such time, additional Pillar 2 capital is allocated to cover the risk.

The Group may be the target of malicious hacking resulting in the shutdown of certain or all of its IT systems. The main IT-systems of the Group are outsourced to BEC Financial Technologies ("**BEC**"), which is a full-service Danish IT supplier. The Group is therefore depending on the proper functioning of BEC. The Issuer believes that with some probability, disruptions or breakdown of Arbejdernes Landsbank Group's and BEC's IT systems may occur in the future and a malicious hacker attack against BEC or the Arbejdernes Landsbank Group may be successful, which could result in financial losses, business disruption, inability to service payments on time, loss of data or other sensitive information etc. Depending on the materiality of such disruption or breakdown of IT systems or malicious hacker attack, the materialisation thereof could have a material adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position, reputation and/or prospects and could thereby have a material adverse effect on the Issuer's ability to pay interest, principal or other amounts on or in connection with the Notes and ultimately lead to an application of the Danish Statutory Loss Absorption Powers in respect of the Notes.

Business risk is the risk of loss that the Arbejdernes Landsbank Group may incur caused by changes in conditions or events that harm the Arbejdernes Landsbank Group's image or operational performance. Business risk includes strategic risk and reputational risk. Strategic risk and reputational risk are the risks of loss that the Arbejdernes Landsbank Group may incur due to circumstances or events that could harm the Arbejdernes Landsbank Group's

reputation or strategy negatively. Materialisation of business risk, including strategic risk and reputational risk becomes apparent in unexpected falls in revenues or unexpected rises in costs for example due to sharpened competitive pricing leading to a drop in business volume or falling revenues on the existing volume of business of the Arbejdernes Landsbank Group. Failure by the Arbejdernes Landsbank Group to identify and manage these risks could have a material adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position, reputation and/or prospects and could thereby have a material adverse effect on the Issuer's ability to pay interest, principal or other amounts on or in connection with the Notes and ultimately lead to an application of the Danish Statutory Loss Absorption Powers in respect of the Notes.

1.3. *Risks related to the general economic and geopolitical conditions in Denmark and internationally may have a material adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position and/or prospects*

The business activities and performance of the Arbejdernes Landsbank Group are dependent on the level of banking, finance, leasing and financial services required by its customers. In particular, levels of borrowing are dependent on customer confidence, employment trends, state of the economy, housing market and market interest rates at the time. The Arbejdernes Landsbank Group currently conducts its business in Denmark and its performance is therefore influenced by the level and cyclical nature of business activity in Denmark, which is in turn affected by both domestic and international economic and political events, including military actions. Russia's invasion of Ukraine (and the related sanctions imposed by the United States, the EU, the United Kingdom, Canada, Japan and Australia, among others) has and is expected to continually adversely affect the global economy and thereby also directly and indirectly the Danish economy. The full impact and magnitude of Russia's invasion of Ukraine on the global economy is still uncertain, but have so far pushed up inflation, increased energy prices and intensified supply chain bottlenecks, and may result in further increases in energy prices or a shutdown of energy supply from Russia to Europe, which would have substantial negative effect on the economic outlook for Denmark.

In 2022, there was a further large increase in inflation, which has continued in 2023, which also became more broad based as prices for most categories of consumer spending increased. In response thereto, the European Central Bank has increased its deposit rate in increments throughout 2022 and 2023 from negative 0.5 per cent. to 3.75 per cent. in August 2023, which indirectly has affected Denmark where the Danish Central Bank has increased its certificate of deposit rate to 3.35 per cent. The increase in inflation has caused a decrease in real wages in Denmark, and consumer confidence has decreased sharply.

During the first half of 2023, the collapse of the Silicon Valley Bank and First Republic Bank in the US threw the global financial markets into turmoil with increased volatility and widening credit spreads. The distress in the financial markets put Credit Suisse Group AG, a Swiss global systemically important bank ("G-SIB"), under high pressure and put the markets under additional stress. In order to avoid a potential insolvency of a G-SIB, the Swiss government brokered a deal to let UBS Group AG acquire Credit Suisse Group AG. As of the date of this Prospectus, it is highly uncertain how large the potential negative effects of the recent turmoil will be and for how long they may last.

In March 2020, the World Health Organisation declared the outbreak of the novel strain of coronavirus ("COVID-19"), which first emerged in the People's Republic of China in late December 2019 to be a pandemic. The outbreak of COVID-19 resulted in authorities, including in Denmark, implementing numerous measures to try to contain the virus, such as travel bans and restrictions, curfews, lockdowns, quarantines and shutdowns of business and workplaces. Such restrictions could be reintroduced and even stricter measures may be put in place that could lead to behavioural changes in global consumption and travel and disruptions in global supply chains, volatility in financial markets, commodity markets and other markets and harm to the Danish economy and generally to economies in Europe and globally which may adversely affect the Arbejdernes Landsbank Group's small and medium-sized enterprises ("SME's") and corporate customers export activities, which could have a material adverse effect on the Issuer (see "*Credit risk related to borrowers, counterparties and customers of the Arbejdernes Landsbank Group may have an adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position and/or prospects*" above).

The COVID-19 pandemic has led to a shift in working patterns of the Group, with more people working from home on a regular basis and for extended periods of time, which could result in physical or mental stress related symptoms and further steps and considerations to be taken in order to comply with requirements relating to the General Data Protection Regulation and securing the physical and mental wellbeing of employees. Furthermore, if Denmark, on a national or local level, experiences another wave of COVID-19 (or possibly other contagious diseases), or severe side effects from the vaccine programme or the vaccine does not work as intended, the Group may be required by authorities (or determine in the best interests of its employees, customers, partners or suppliers) to follow measures that could affect the Group's ability to perform its functions as normal. This has and can further increase the level

of operational risk of the Arbejdernes Landsbank Group, which could have a material adverse effect on the Issuer (see “*Risks related to the operations, business and reputation of the Arbejdernes Landsbank Group which may have a material adverse effect on the Arbejdernes Landsbank Group’s business, results of operations, financial position, reputation and/or prospects*” above).

The Arbejdernes Landsbank 2022 Annual Report (as defined below) sets out certain management estimates of how future events affect the value of certain assets and liabilities. As per the Arbejdernes Landsbank 2022 Annual Report, the Arbejdernes Landsbank Group’s management estimate as at 31 December 2022 is a total of DKK 540.6 million. The management estimate at the end of 2022 is primarily DKK 434.5 million related to macro-economic estimates. Other management estimates relate to model uncertainties and portfolios and amount to DKK 106.1 million, of which DKK 65 million has been provided for the risk of further spread of African swine fever.

When setting management estimates during 2022, the Arbejdernes Landsbank Group focused on how a recession could affect the Arbejdernes Landsbank Group lending portfolio. Therefore, in 2022 a macro-economic estimate of DKK 364.5 million was included for increases in interest, falling housing prices, bankruptcies and general inflation etc. Furthermore, since the end of 2021 the Arbejdernes Landsbank Group has written back management estimates related to COVID-19 of DKK. 220.7 million. The remaining effects related to COVID-19 have now been included in the estimate regarding bankruptcies.

The factors described above, a negative development in the general economic conditions in Denmark, such as a downturn in the economy, an increase in unemployment in Denmark, strikes and lockouts as a result of collective bargaining, reduced personal income levels of the Arbejdernes Landsbank Group’s customers (for example due to higher interest rates, surge in food prices and increase in electricity (and other utilities) prices), inflationary pressures, borrowers’ reduced ability to repay loans, negative developments within fisheries and agricultural sectors (including but not limited to, declining pig prices and outbreaks of the African swine fever), disruptions in global supply chains, fluctuations and increase in electricity (and other utilities) prices or a reduction in the value of housing and other collateral provided to the Arbejdernes Landsbank Group could, together or individually, have a material adverse effect on the Arbejdernes Landsbank Group’s business, results of operations, financial position and/or prospects. The Issuer believes that most probably one or more of the factors described above will materialise. Depending on the magnitude of the materialisation of one or more of the factors described above, this may have a material adverse effect on the Issuer’s ability to pay interest, principal or other amounts on or in connection with the Notes and ultimately lead to an application of the Danish Statutory Loss Absorption Powers in respect of the Notes.

1.4. *Market risk related to adverse developments in market values resulting from fluctuations in interest rates, credit spreads, foreign currency exchange rates and equity and commodity prices may have an adverse effect on the Arbejdernes Landsbank Group’s business, results of operations, financial position and/or prospects*

The Arbejdernes Landsbank Group faces market risks primarily as interest-rate risk, credit-spread risk, share-price risk or currency risk and market risk is an inherent part of its business model, partly due to the Issuer’s traditional significant deposits surplus which amounted to DKK 28.8 billion at the end of 2022¹. The Arbejdernes Landsbank Group’s activities related to market risk arise from active management of the deposit surplus. Active management is primarily by acquiring liquid assets in order to meet the Group’s liquidity buffer, and is supplemented by active placements based on return/risk considerations aiming at profitable earnings. Market risk also arise as a result of servicing the Arbejdernes Landsbank Group’s customers’ need. The Arbejdernes Landsbank Group’s market risk relates to the risk of loss that the Arbejdernes Landsbank Group may incur because of adverse developments and volatility in market values resulting from fluctuations in interest rates, credit spreads, foreign currency exchange rates and equity, fixed income and commodity prices. The performance of financial markets may cause changes in the value of the Arbejdernes Landsbank Group’s investment and trading portfolios as well as affect other areas of the operations of the Arbejdernes Landsbank Group such as the availability of funding for the Arbejdernes Landsbank Group.

As of 31 December 2022, the Arbejdernes Landsbank Group’s risk exposure amount for market risk amounted to DKK 6,638.8 million out of the total REA of the Arbejdernes Landsbank Group of DKK 60,098.2 million. Of the total risk exposure amount for market risk, DKK 3,069.1 million related to debt instruments specific risk; DKK 2,951.6 million related to debt instruments interest-rate risk; DKK 508.0 million related to position risk for shares; DKK 107.2 million related to exchange-rate risk and DKK 3.0 million related to other risks.

Fluctuations in interest rates, foreign currency exchange rates, equity prices and fixed income prices could have a material adverse effect on the Arbejdernes Landsbank Group’s business, results of operations, financial position and/or prospects and could have a material adverse effect on the Issuer’s ability to pay interest, principal or other

¹ The deposits surplus is defined by the Group as the difference between deposits (excluding pools), and loans.

amounts on or in connection with the Notes and ultimately lead to an application of the Danish Statutory Loss Absorption Powers in respect of the Notes.

1.5. *Risks related to stress tests and other regulatory enquiries, which could trigger enforcement actions by supervisory authorities may have a material adverse effect on the Group's business, results of operations, financial position and/or prospects*

Banks, such as the Issuer, are subject to periodic stress testing and other regulatory enquiries to examine the resilience of banks to adverse market developments. Such stress tests are initiated (normally on a biennial basis) and coordinated by the European Banking Authority (“EBA”), the Danish Central Bank and/or the Danish FSA. In January 2023, the EBA launched its 2023 EU-wide stress test. Arbejdernes Landsbank is not subject to this stress test, and Arbejdernes Landsbank has not previously been subject to such a stress test. Stress tests and the disclosure of their results can influence the banking or the financial services sector and lead to a loss of trust with regard to individual banks or the financial services sector as a whole. The outcome of stress tests could materially and adversely affect the Arbejdernes Landsbank Group's reputation and funding costs, as well as trigger enforcement actions by supervisory authorities. In addition, stress tests could reveal certain information that would not otherwise have surfaced. The outcome of stress tests could result in the Arbejdernes Landsbank Group having to meet higher capital, funding and/or liquidity requirements or other supervisory measures being imposed or taken, which, together or individually, could have a material adverse effect on the Group's funding costs, business, results of operations, financial position and/or prospects and could thereby have a material adverse effect on the Issuer's ability to pay interest, principal or other amounts on or in connection with the Notes and ultimately lead to an application of the Danish Statutory Loss Absorption Powers in respect of the Notes.

1.6. *Risks relating to the Arbejdernes Landsbank Group becoming involved in supervisory actions, litigation and regulatory investigations may have an adverse effect on the Arbejdernes Landsbank Group's business, results of operations, reputation, financial position and/or prospects*

The Arbejdernes Landsbank Group operates in a legal and regulatory environment that exposes it to potentially significant litigation and regulatory risks. As a result, the Arbejdernes Landsbank Group is and may become involved in various disputes and legal proceedings in Denmark and other jurisdictions, including litigation and regulatory investigations. Further, the Arbejdernes Landsbank Group's banking and other operations, like those of other banks, have been the subject of regulatory scrutiny from time to time. As an example, the Arbejdernes Landsbank Group is subject to applicable anti-money laundering and financial services laws. The Danish FSA conducts on-going inspections from time to time of the Arbejdernes Landsbank Group's compliance with, *inter alia*, anti-money laundering and financial services laws, which can potentially lead to supervisory actions. Any such supervisory actions, disputes and legal proceedings are subject to many uncertainties, and their outcomes are often difficult to predict, particularly in the earlier stages of a case or investigation. In 2022, Arbejdernes Landsbank was subject to the following inspections by the Danish FSA:

- In April 2022, Arbejdernes Landsbank was subject to an ordinary inspection by the Danish FSA (see “*Credit risk related to borrowers, counterparties and customers of the Arbejdernes Landsbank Group may have an adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position and/or prospects*” above for further details on the results of the inspection).
- In November 2022, Arbejdernes Landsbank was subject to an IT-inspection (see “*Risks related to the operations, business and reputation of the Arbejdernes Landsbank Group may have a material adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position, reputation and/or prospects*” above for further details on the results of the inspection).
- In November 2022, Arbejdernes Landsbank was subject to an inspection related to the prevention of money laundering. The inspection resulted in orders from the Danish FSA to ensure that all relevant risk is included in the transaction monitoring and to ensure investigation of the background and purpose of all complex and unusually large transactions as well as all unusual transaction patterns and activities. Arbejdernes Landsbank also received a reprimand related to the identification and collection of data regarding certain beneficial owners. Arbejdernes Landsbank has indicated to the Danish FSA that it is in compliance with the orders.

As set out in paragraph 3 of the section “*General Information*” below, as at the date of this Prospectus no supervisory actions have, or have had in the past 12 months, significant effects on the financial position or profitability of the Issuer and/or the Arbejdernes Landsbank Group. However, if the Arbejdernes Landsbank Group becomes involved in supervisory actions, litigation and regulatory investigations in the future it could have an adverse effect on Arbejdernes Landsbank Group's business, results of operations, reputation, financial position and/or prospects, which could have a material adverse effect on the Issuer's ability to pay interest, principal or other amounts on or

in connection with the Notes and ultimately lead to an application of the Danish Statutory Loss Absorption Powers in respect of the Notes.

1.7. *General regulatory risk related to changes in supervision and regulation may affect the Arbejdernes Landsbank Group's business, the products and services offered or the value of its assets*

The Arbejdernes Landsbank Group is subject to financial services laws, regulations, administrative actions and policies in Denmark, which also encompass an increasing focus on environmental, social and governance (ESG) regulatory matters regarding the business of the Arbejdernes Landsbank Group. The regulation of ESG and various other aspects of banking regulations are still under debate in the EU, including, *inter alia*, proposals to review standardised approaches for capital requirements for credit risk, market risk and operational risk. See “*Risks related to an increase in the Issuer's and/or the Arbejdernes Landsbank Group's capital requirements, leverage ratio requirements, net stable funding ratio requirement, liquidity requirements and/or REA which could have a material adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position and/or prospects*” above and “*Risk factors relating to the Notes – Risks related to the structure of a particular issue of Notes – Notes issued as Green Bonds*”). Changes to supervision and regulation applicable to the Arbejdernes Landsbank Group in Denmark (regulatory risk) and a negative impact on the Arbejdernes Landsbank Group on current or future ESG events or conditions could materially affect the Arbejdernes Landsbank Group's business, the products and services offered and/or the value of its assets. Future changes in regulation, fiscal or other policies can be unpredictable and are beyond the control of the Issuer.

Regulatory risk may also arise from a failure by the Issuer to comply with laws and regulations, which could lead to civil liability, disciplinary action, the imposition of fines and/or ultimately withdrawal of the licence, permission or authorisation to conduct the Arbejdernes Landsbank Group's business in Denmark.

Depending on the magnitude of the materialisation of the risks described above, this may have a material adverse effect on the Issuer's ability to pay interest, principal or other amounts on or in connection with the Notes and ultimately lead to an application of the Danish Statutory Loss Absorption Powers in respect of the Notes.

1.8. *Funding and liquidity risk related to funding costs, liquidity, deposit withdrawal and access to funds may have an adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position and/or prospects*

Liquidity risk is the risk of loss that the Arbejdernes Landsbank Group may incur because funding costs become excessive, a lack of funding prevents the Arbejdernes Landsbank Group from fulfilling its business model or a lack of funding prevents the Arbejdernes Landsbank Group from fulfilling its payment obligations.

For the Arbejdernes Landsbank Group, being a financial intermediary, liquidity risk is an inherent and unavoidable part of the Arbejdernes Landsbank Group's banking operations and therefore the Issuer believes that most probably the liquidity risks described in this risk factor will materialise in one way or another. Liquidity risk of the Arbejdernes Landsbank Group arises from funding mismatches in the balance sheet as the average duration of Arbejdernes Landsbank Group's loan portfolio is generally longer than the average duration of Arbejdernes Landsbank Group's funding sources.

The Arbejdernes Landsbank Group's financing of borrowed capital is mainly funded by customer deposits, and therefore the Arbejdernes Landsbank Group is also subject to the risk that its depositors could withdraw their funds at a faster rate than the rate at which the Arbejdernes Landsbank Group's borrowers repay their loans, thus causing liquidity strains for the Arbejdernes Landsbank Group.

Ready access to funds is essential to any banking business, including the Arbejdernes Landsbank Group. If the Arbejdernes Landsbank Group is unable to access funds or to access the markets from which the Arbejdernes Landsbank Group raises funds, it could have an adverse effect on the Arbejdernes Landsbank Group's ability to meet its obligations as they fall due and impede the Arbejdernes Landsbank Group's ability to finance its operations adequately. These and other factors could also lead creditors, including depositors, to form a negative view of the Arbejdernes Landsbank Group's liquidity which could result in higher borrowing costs and decreased access to various funding sources for the Arbejdernes Landsbank Group.

The Issuer believes that the Arbejdernes Landsbank Group most probably will suffer losses from liquidity risk in the future and which may be of a material amount, which could have an adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position and/or prospects. Depending on the magnitude of the materialisation of the liquidity risks described above, this may have a material adverse effect on the Issuer's ability

to pay interest, principal or other amounts on or in connection with the Notes and ultimately lead to an application of the Danish Statutory Loss Absorption Powers in respect of the Notes.

1.9. Risks related to an increase in the Issuer's and/or the Arbejdernes Landsbank Group's capital requirements, leverage ratio requirements, net stable funding ratio requirement, liquidity requirements and/or REA could have a material adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position and/or prospects

The capital requirements (the minimum own fund requirement, the additional own funds requirements and the combined buffer requirement) (see “Description of Arbejdernes Landsbank and Arbejdernes Landsbank Group” – “2. Capital and solvency need – 2.6. Combined buffer requirement”) applicable to the Arbejdernes Landsbank Group are, by their nature, calculated by reference to a number of factors any one of which or combination of which may not be easily observable or capable of calculation by investors. As an example, the combined buffer requirement consists of the combination of the capital conservation buffer, the institution-specific counter-cyclical buffer and the higher of (depending on the institution), the other systemically important institution (“O-SII”) buffer and the global systemically important institutions (“G-SII”) buffer and, in general, the systemic risk buffer, in each case as applicable to the institution, which all (except for the capital conservation buffer) depends on institution specific criteria and where the counter-cyclical buffer is a varying requirement over time. As of the date of this Prospectus, the combined buffer requirement of the Arbejdernes Landsbank Group consists of the capital conservation buffer, the counter-cyclical buffer and the O-SII buffer. The additional own funds requirement is imposed on each institution, *inter alia*, to address risks or elements of risk explicitly excluded or not explicitly covered by the minimum own funds requirement. Any of the capital requirements applicable to the Arbejdernes Landsbank Group may be amended in the future to include new and more onerous capital requirements.

Regulation (EU) 2019/876 (the “CRR II Amendment Regulation”) amending the CRR and Directive (EU) 2019/878 (the “CRD V Amendment Directive”) amending the CRD Directive introduce, among other things, a leverage ratio requirement of 3 per cent. Tier 1 Capital, harmonised binding requirement for stable funding (the “Net Stable Funding Ratio” or “NSFR”) on 100 per cent., strengthening of the conditions for use of internal models to calculate own funds requirement and changes to the relevant competent authority’s application of the institution specific “Pillar 2” capital add-ons (referred to above as the additional own funds requirements). The additional own funds requirement must be fulfilled with at least 56.25 per cent. Common Equity Tier 1 Capital and at least 75 per cent. Tier 1 capital. Furthermore, the CRD V Amendment Directive authorises the relevant competent authority to require that the institution fulfils its additional own funds requirement with a higher portion of Tier 1 Capital or Common Equity Tier 1 Capital where necessary (while having regard to the specific circumstances of the relevant institution). The CRD V Amendment Directive also introduces a so-called “guidance on additional own funds” requirement (also referred to as P2G), which sets a level and quality of CET1 capital the relevant credit institution is expected to hold in excess of its overall capital requirement. The guidance on additional own funds will be based on, *inter alia*, the stress tests performed in respect of the Issuer and the Arbejdernes Landsbank Group. Where an institution repeatedly fails to meet the guidance on additional own funds, the competent authority is entitled to take supervisory measures and, where appropriate, impose additional own funds requirements. The CRR II Amendment Regulation and CRD V Amendment Directive entered into force on 27 June 2019. The CRD V Amendment Directive has been implemented into Danish law.

EBA and the Danish FSA will continue to propose detailed rules through binding technical standards, guidelines, recommendations and/or opinions in respect of many areas, including the CRR, the CRR II Amendment Regulation, the CRD Directive and the CRD Amendment V Directive. As a consequence, the Arbejdernes Landsbank Group is subject to the risk of possible interpretational changes and new technical guidelines, recommendations and/or opinions, which potentially could lead to a reduction in the regulatory capital or an increase in the risk exposure amount (“REA”) of the Issuer and the Arbejdernes Landsbank Group.

On 7 December 2017, the Basel Committee published its recommendations named Basel III: Finalising post crisis reforms (informally referred to as “Basel IV”). The reforms contain new requirements for credit risk, operational risk, market risk and a so-called output floor which sets new minimum standards for capital requirements in financial institutions using internal models for calculating capital requirements. On 27 October 2021, the European Commission published its proposal for a review of the CRR and the CRD, implementing, *inter alia*, the Basel IV (the “Basel IV CRR/CRD Proposal”). The Basel IV CRR/CRD Proposal is currently subject to the EU legislative procedure. On 24 January 2023, the European Parliament’s Economic and Monetary Affairs Committee (ECON) announced the adoption of draft reports on the Basel IV CRR/CRD Proposal and on 27 June 2023 the European Council announced that negotiators from the European Council and the European Parliament reached a provisional agreement on the Basel IV CRR/CRD Proposal. The Basel IV CRR/CRD Proposal introduces, *inter alia*, changes to the calculations of credit risk and market risk and an output floor on 72.5 per cent. of the standardised approach for calculating REA. The output floor will be gradually introduced from 1 January 2025 over a period of 5 years.

The Arbejdernes Landsbank Group's REA will increase as a result of a European implementation of Basel IV as set out in the Basel IV CRR/CRD Proposal. The exact amount with which the REA of the Arbejdernes Landsbank Group will increase is currently unknown and will depend on the final implementation of Basel IV. The Arbejdernes Landsbank Group has incorporated the current estimated increase in REA in the capital planning forecasts.

The relationship between any of the aforementioned own funds requirements, combined buffer requirement and the MREL requirement (see "*Risk factors relating to the Notes – Resolution tools and powers under the BRRD – The MREL Requirement*") is particularly complex and depends on a range of different factors and it may lead to severe consequences for an institution, including the Issuer, if its capital levels fall below the combined buffer requirement, the guidance on additional own funds, the MREL requirement, the additional own funds requirement and the minimum own funds requirement. As an example, if the regulatory capital requirements, leverage ratio requirements, liquidity restrictions or ratios applied to the Issuer and/or the Arbejdernes Landsbank Group are increased in the future, any failure of the Issuer and/or the Arbejdernes Landsbank Group to maintain such increased capital and liquidity ratios could result in administrative actions or sanctions, which could have a material adverse effect on the Arbejdernes Landsbank Group's business, results of operations, financial position and/or prospects, which may have a material adverse effect on the Issuer's ability to pay interest, principal or other amounts on or in connection with the Notes and ultimately lead to an application of the Danish Statutory Loss Absorption Powers in respect of the Notes.

1.10. Risks relating to Arbejdernes Landsbank's participation in the Deposit Guarantee Scheme and resolution fund may result in Arbejdernes Landsbank to incur additional costs

In Denmark and other jurisdictions, deposit guarantee schemes and similar funds (each, a "**Deposit Guarantee Scheme**") have been implemented from which compensation for deposits may become payable to customers of financial services firms in the event that such financial services firm is unable to pay, or unlikely to pay, claims against it. Revised legislation regarding the Danish Deposit Guarantee Scheme redefines the Danish scheme as a premium based scheme funded by the banking sector itself, such that the participating banks' (including the Issuer) payments into the scheme will be more stable every year in profit and loss terms. The calculation of premium will be based on each participating bank's covered deposits and the relevant bank's risk profile. The premium payments will stop when a target level of 0.8 per cent. of covered deposits of all Danish credit institutions has been reached. In addition, the Issuer contributes to the Danish resolution fund established as the Danish resolution financing arrangement under the BRRD, which capital must amount to 1.0 per cent. of the covered deposits of all Danish credit institutions by 31 December 2024. The future target level of funds to be accumulated in Deposit Guarantee Schemes and resolution funds across different EU countries may exceed the minimum levels provided for in the BRRD, Directive 2014/49/EU, as amended from time to time, (the "**Revised Deposit Guarantee Schemes Directive**") and in EU Regulation No 806/2014, as amended from time to time and EU Regulation No 81/2015, as amended from time to time of the European Parliament and of the Council establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund (the latter of which will be relevant should Denmark choose to participate in the Single Resolution Mechanism). Both the BRRD and the Revised Deposit Guarantee Schemes Directive are implemented into Danish law as referred to in "*Resolution tools and powers under the BRRD*" below and by Consolidated Act No. 356 of 2 April 2020 on Depositor and Investor Guarantee Scheme as amended from time to time.

On 18 April 2023, the European Commission adopted a proposal to adjust and further strengthen the existing EU bank crisis management and deposit insurance (CMDI) framework (the "**CMDI Proposal**"). The CMDI Proposal includes, *inter alia*, certain amendments to the Revised Deposit Guarantee Schemes Directive, including in relation to the coverage of public entities as well as temporary high balances on bank accounts (see "*Risk factors relating to the Notes – Risks related to the structure of a particular issue of Notes – Resolution tools and powers under the BRRD – Depositor preference, the Insolvency Hierarchy Directive and the general bail-in tool*"). Moreover, it is still unclear whether Denmark, despite being outside the Eurozone, will join the European Banking Union and therefore be part of the Single Resolution Mechanism. It therefore remains unclear which costs the Issuer will incur in the coming year in relation to payments to deposit guarantee funds and/or resolution funds on a national or European level.

2. RISK FACTORS RELATING TO THE NOTES

2.1. Risks related to the structure of a particular issue of Notes

The Issuer may issue Notes under the Programme, which may constitute (i) Preferred Senior Notes or (ii) Non-Preferred Senior Obligations. Each series of the Notes may have features which contain particular risks for prospective Noteholders. Set out below is a description of such features.

2.1.1. Notes subject to optional redemption by the Issuer

At any time upon the occurrence of (in each case, to the extent applicable to the relevant series of Notes) (i) a Tax Event pursuant to Condition 6(c), (ii) a MREL Disqualification Event pursuant to Condition 6(d) (iii) an Optional Redemption Date pursuant to Condition 6(e) or (iv) the outstanding aggregate nominal amount of the Notes of the relevant Series being 20 per cent. or less of the aggregate nominal amount of the Notes of such Series originally issued (or such other amount as may be specified as the Clean-up Call Threshold in the relevant Final Terms) pursuant to Condition 6(f) (a “**Clean-up Call Event**”), the Notes may be redeemed (if applicable) at the option of the Issuer at their Early Redemption Amount or, as the case may be, Optional Redemption Amount together with accrued interest, as more particularly described in the Conditions.

Such an optional redemption feature is likely to limit the market value of the Notes. During any period where the Issuer may elect to redeem, or is perceived to be likely to redeem, Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. If the Issuer redeems the Notes in any of the circumstances mentioned above, there is a risk that the Notes may be redeemed at times when the redemption proceeds are less than the current market value of the Notes or when prevailing interest rates may be relatively low, in which latter case Noteholders may only be able to reinvest the redemption proceeds in securities with a lower yield. Prospective Noteholders should consider reinvestment risk in light of other investments available at that time of investment.

2.1.2. Redemption of the Notes by the Issuer; redemption subject to permission of the Relevant Regulator

Any early redemption by the Issuer of the Notes upon the occurrence of (in each case, to the extent applicable to the relevant series of Notes) (i) a Tax Event pursuant to Condition 6(c), (ii) an MREL Disqualification Event pursuant to Condition 6(d), (iii) an Optional Redemption Date pursuant to Condition 6(e) or (iv) a Clean-up Call Event pursuant to Condition 6(f), respectively, is subject to the prior permission of the Relevant Regulator pursuant to Articles 77 and 78a of the CRR and any regulatory technical standards adopted by the Commission in relation thereto.

Noteholders should not invest in such Notes in the expectation that a call option included in the terms of such Notes will be exercised by the Issuer. The Relevant Regulator must agree to permit such a call to be exercised by the Issuer, based upon its evaluation of the capital position, with respect to own funds and eligible liabilities, of the Issuer and certain other factors at the relevant time. In any such case, there can be no assurance that the Relevant Regulator will permit such a call to be exercised by the Issuer.

In addition, if applicable to a Series of Notes, if, after a notice of redemption has been given in accordance with Condition 6(c), Condition 6(d), Condition 6(e) or Condition 6(f), respectively, the Relevant Regulator withdraws its permission to the relevant redemption before the relevant redemption date, the relevant redemption shall not be made until a new redemption notice is given and all conditions for redemption as described in paragraph (j) of Condition 6 have been fulfilled. Prospective Noteholders in the relevant Notes should be aware that, whether or not a redemption notice has been issued in respect of such Notes, any redemption of such Notes will, at all times, remain subject to the permission of the Relevant Regulator.

2.1.3. The Non-Preferred Senior Notes rank junior to unsubordinated creditors of the Issuer pursuant to Section 97 of the Danish Bankruptcy Act and, if the European Commission’s CMDI Proposal is adopted, the Preferred Senior Notes would rank junior to all depositors of the Issuer

The Non-Preferred Senior Notes constitute direct and unsecured debt obligations of the Issuer and constitute Non-Preferred Senior Obligations of the Issuer.

Non-Preferred Senior Obligations are unsecured liabilities of the Issuer which rank in accordance with Section 13(3) of the Danish Recovery and Resolution Act.

As described in Condition 4(b), the Non-Preferred Senior Notes will rank junior to present or future claims of (a) depositors of the Issuer and (b) unsubordinated creditors of the Issuer pursuant to Section 97 of the Danish Bankruptcy Act, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

The Issuer may issue other obligations or instruments that rank or are expressed to rank senior to the Non-Preferred Senior Notes or *pari passu* with the Non-Preferred Senior Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer. In the event of a liquidation or bankruptcy of the Issuer, the Issuer will be required to

pay its depositors and unsubordinated creditors of the Issuer pursuant to Section 97 of the Danish Bankruptcy Act in full before it can make any payments on the Non-Preferred Senior Notes. If such event occurs, the Issuer may not have enough assets remaining after these payments are made to pay amounts due under the Non-Preferred Senior Notes. In addition, in the event of a liquidation or bankruptcy of the Issuer, to the extent the Issuer has assets remaining after paying its creditors who rank senior to the Non-Preferred Senior Notes, payments relating to other obligations or instruments of the Issuer that rank or are expressed to rank *pari passu* with the Non-Preferred Senior Notes may, if there are insufficient assets to satisfy the claims of all of the Issuer's *pari passu* creditors, further reduce the assets available to pay amounts due under the Non-Preferred Senior Notes on a liquidation or bankruptcy of the Issuer. Consequently, in the event of a liquidation or bankruptcy of the Issuer, the Noteholders may not receive payment in full of interest, principal or other amounts due under the Non-Preferred Senior Notes.

The Issuer may also issue Preferred Senior Notes. Holders of Preferred Senior Notes currently rank *pari passu* with depositors of the Issuer (other than in respect of preferred and covered deposits). If the CMDI Proposal is implemented as proposed, one element of the CMDI Proposal would mean that Preferred Senior Notes will no longer rank *pari passu* with any deposits of the Issuer; instead, the Preferred Senior Notes would rank junior in right of payment to the claims of all depositors. As such, there may be an increased risk of an investor in Preferred Senior Notes losing all or some of their investment. The CMDI Proposal, if implemented, may also lead to a rating downgrade for Preferred Senior Notes. See “*Risk factors related to the market which may affect the Issuer and/or the Notes – Credit rating risks related to the Issuer and/or the Notes*” for further information on credit ratings.

2.1.4. Substitution and variation without Noteholder consent

If Condition 6(i) is specified as being applicable in the relevant Final Terms, subject to Condition 6(j), if an MREL Disqualification Event and/or a Tax Event in relation to the relevant Notes has/have occurred and is/are continuing, the Issuer may at its option substitute all (but not some only) of the relevant Notes or vary the terms of all (but not some only) of the relevant Notes without any requirement for the consent or approval of the holders of the relevant Notes, so that they become or remain Qualifying Preferred Senior Notes (in the case of Preferred Senior Notes) or Qualifying Non-Preferred Senior Notes (in the case of Non-Preferred Senior Notes).

Qualifying Preferred Senior Notes and Qualifying Non-Preferred Senior Notes are securities issued by the Issuer that have, *inter alia*, terms which (i) adhere to the specific conditions outlined in the definition of “*Qualifying Preferred Senior Notes*” (in the case of Preferred Senior Notes) or “*Qualifying Non-Preferred Senior Notes*” (in the case of Non-Preferred Senior Notes) in the Conditions and (ii) are not prejudicial to the interests of the relevant Noteholders compared to the terms of the relevant Notes, as the case may be (provided that the Issuer shall have delivered a certificate to that effect signed by two members of its Executive Management to the Issuing Agent). Due to the particular circumstances of each Noteholder, it is not certain that any Qualifying Preferred Senior Notes or Qualifying Non-Preferred Senior Notes, as the case may be, will be as favourable to each Noteholder in all respects or that, if it were entitled to do so, a particular Noteholder would make the same determination as the Issuer as to whether the terms of the relevant Qualifying Preferred Senior Notes or Qualifying Non-Preferred Senior Notes, as the case may be, are not prejudicial to the interests of the relevant Noteholders compared to the terms of the relevant Qualifying Preferred Senior Notes or Qualifying Non-Preferred Senior Notes prior to such substitution or variation, as the case may be. In addition, it is not certain that the terms of any Qualifying Preferred Senior Notes and Qualifying Non-Preferred Senior Notes (as the case may be) will be viewed by the market as equally favourable to the terms of the Preferred Senior Notes and Non-Preferred Senior Notes (as the case may be), or that the Qualifying Preferred Senior Notes and Qualifying Non-Preferred Senior Notes (as the case may be) will trade at prices that are equal to the prices at which the relevant Notes would have traded on the basis of their original terms.

As at the date of this Prospectus, the Issuer has not previously substituted any Preferred Senior Notes or Non-Preferred Senior Notes or varied the terms of any such Notes as contemplated by Condition 6(i).

2.1.5. No events of default and limited Enforcement Events

There are no events of default in relation to the Notes and Noteholders are not entitled to file for liquidation or bankruptcy of the Issuer. Noteholders may not at any time demand repayment or redemption of their Notes, and enforcement rights for any payment are limited to the claim of Noteholders in a liquidation or bankruptcy of the Issuer. This could result in significant delays in the payment of interest or principal and could have an adverse effect on Noteholders seeking repayment. Noteholders could also lose all or part of their investment in the Notes. In a liquidation or bankruptcy of the Issuer, a Noteholder may prove or claim in such proceedings in respect of such Notes, such claim being for payment of the Early Redemption Amount of such Notes at the time of commencement of such liquidation or bankruptcy together with any interest accrued and unpaid on such Notes from (and including) the Interest Payment Date immediately preceding commencement of such liquidation or bankruptcy and any other

amounts payable on such Notes under the Conditions. Such claim shall rank as provided in Condition 4. As a result of the aforementioned, the value of the Notes may be negatively affected.

As at the date of this Prospectus, the Issuer has not previously been unable to pay interest, principal or other amounts due on or in connection with any Notes.

For the avoidance of doubt, any Notes which are also Green Bonds (as defined in “*Investment Considerations – Notes issued as Green Bonds*” below) will be subject to the limited remedies described above.

2.1.6. Resolution tools and powers under the BRRD

Recovery and Resolution Directive

The Issuer is subject to the BRRD, an EU-wide framework for the recovery and resolution of credit institutions, including the general bail-in tool and the minimum requirement for own funds and eligible liabilities (“**MREL**”), which is implemented into Danish law by way of the Danish Recovery and Resolution Act and by amendments to the Danish Financial Business Act. Any reference to the BRRD below shall include the implementation hereof into Danish law.

The BRRD contains various resolution powers which may be used alone or in combination without the consent of the credit institution’s creditors, including the Noteholders, where the relevant resolution authority considers that (a) a credit institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such credit institution within a reasonable timeframe, and (c) a resolution action is in the public interest, including (i) the sale of business tool, (ii) the bridge institution tool, (iii) the asset separation tool and (iv) bail-in tool.

The BRRD confers substantial powers on national resolution authorities designed to enable them to take a range of actions, including bail-in that may result in the write down and/or conversion into equity of certain claims of unsecured creditors (including the Notes), in relation to credit institutions which are considered to be at risk of failing. The exercise of any of these actions in relation to the Issuer could materially adversely affect the value of any Notes.

The application of the general bail-in tool with respect to the Notes may result in the write-down or cancellation of all, or a portion of, the principal amount of, or outstanding amount payable in respect of, and/or interest on, the Notes and/or the conversion of all, or a portion, of the principal amount of, or outstanding amount payable in respect of, or interest on, the Notes into shares or other securities or other obligations of the Issuer or another person, including by means of a variation to the terms of the Notes to give effect to such application of the general bail-in tool.

The exercise of any resolution tools and powers under the BRRD, or any suggestion of such exercise, could have a material adverse effect on the rights of Noteholders, the price or value of their investment in any Notes and/or the ability of the Issuer to satisfy its obligations under any Notes.

To the extent any resulting treatment of Noteholders pursuant to the exercise of the general bail-in tool is less favourable than would have been the case under such hierarchy in normal insolvency proceedings, a holder has a right to compensation under the BRRD based on an independent valuation of the credit institution (which is referred to as the “no creditor worse off principle” under the BRRD). However, any such compensation is unlikely to compensate that holder for the losses it has actually incurred and there is likely to be a considerable delay in the recovery of such compensation. Compensation payments (if any) are also likely to be made considerably later than when amounts may otherwise have been due under the Notes that have been subject to the application of the general bail-in tool.

The BRRD also provides resolution authorities with broader powers to implement other resolution measures, which may include (without limitation) the replacement or substitution of the credit institution as obligor in respect of debt instruments, such as the Notes, modifications to the terms of debt instruments, such as the Notes, (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments) and discontinuing the listing and admission to trading of financial instruments, such as the Notes.

Depositor preference, the Insolvency Hierarchy Directive and the general bail-in tool

The Danish implementation of the Revised Deposit Guarantee Scheme (see “*Risks relating to Arbejdernes Landsbank’s participation in the Deposit Guarantee Scheme and resolution fund*”) increased the nature and

quantum of insured deposits to cover a wide range of deposits, including certain corporate deposits (unless the depositor is a public sector body or financial institution) and some temporary high value deposits. The effect of these changes is to increase the size of the class of preferred creditors. All such preferred deposits will rank in the insolvency hierarchy ahead of all other unsecured creditors of the Issuer, including (but not limited to) the Noteholders. Furthermore, insured deposits are excluded from the scope of the general bail-in tool. Directive 2017/2399/EU amending the BRRD (the “**Insolvency Hierarchy Directive**”) enables banks, including the Issuer, to issue debt in a new statutory category of unsecured debt which rank below the most senior debt and other senior liabilities (so-called “**Non-Preferred Senior debt**”) and which includes Non-Preferred Senior Obligations such as the Non-Preferred Senior Notes. The Insolvency Hierarchy Directive has been transposed into national law in Denmark. As a result of the Revised Deposit Guarantee Scheme and the Insolvency Hierarchy Directive, if the general bail-in tool is exercised by the relevant resolution authority, the Non-Preferred Senior Notes are more likely to be bailed-in than certain unsubordinated liabilities of the Issuer such as preferred deposits and senior debt (including the Preferred Senior Notes).

Furthermore, the insolvency hierarchy could be changed in the future, including by the CMDI Proposal. The CMDI Proposal looks to amend the BRRD, including, among other things, the amendment of the ranking of claims in insolvency to provide for a general depositor preference, pursuant to which the insolvency laws of EU Member States would be required by the BRRD to extend the legal preference of claims in respect of deposits relative to ordinary unsecured claims to all deposits. The implementation of the CMDI Proposal is subject to further legislative procedures but, if it is implemented in its current form, this would mean that both Preferred Senior Notes and Non-Preferred Senior Notes will rank junior to the claims of all depositors, including deposits of large corporates and other deposits that are currently excluded from the above privileged claims.

Any such general depositor preference would also impact upon any application of the general bail-in tool, as such application is to be carried out in the order of the hierarchy of claims in normal insolvency proceedings. Accordingly, this would mean that following any such amendment of the insolvency laws of Denmark to establish a general depositor preference, any resulting write-down or conversion of the Preferred Senior Notes and/or Non-Preferred Senior Notes by the relevant Danish resolution authority would be carried out before any write-down or conversion of the claims of depositors, such as those of large corporates that previously would have been written-down or converted alongside such Preferred Senior Notes and/or Non-Preferred Senior Notes (as applicable). By removing the requirement for such deposits to be written-down or converted in this manner, one of the stated objectives of this proposed amendment is to reduce the likelihood of deposits generally needing to be included in any such write-down or conversion upon any application of the general bail-in tool and improve the process for the application of the general bail-in tool. However, this may have the corresponding impact of increasing the likelihood of any write-down or conversion of the Preferred Senior Notes and Non-Preferred Senior Notes. See “*Risk factors relating to the Notes – Risks related to the structure of a particular issue of Notes – The Non-Preferred Senior Notes rank junior to unsubordinated creditors of the Issuer pursuant to Section 97 of the Danish Bankruptcy Act and, if the European Commission’s CMDI Proposal is adopted, the Preferred Senior Notes would rank junior to all depositors of the Issuer*” for further information on the CMDI Proposal.

MREL requirement

See (“*Description of Arbejdernes Landsbank and the Arbejdernes Landsbank Group – 2. Capital and solvency need – 2.8 MREL requirement*”) for a description of the MREL requirement currently applicable to the Issuer, including the phasing in thereof, the requirement that a portion thereof must be met with own funds instruments and liabilities that bear losses before senior claims and that the MREL requirement may deviate from what is currently set out and anticipated. If the Issuer does not fulfil its MREL requirement, the relevant authority may withdraw the Issuer’s banking licence.

2.1.7. Notes issued as Green Bonds

Reference is also made to “*Investment considerations – Notes issued as Green Bonds*” below.

The application of an amount equal to the net proceeds of Green Bonds as described in “Use of Proceeds” might not meet investor expectations or be (or remain) suitable for an investor’s investment criteria

The applicable Final Terms relating to any specific Tranche of Notes may provide that it will be the Issuer’s intention to apply an amount equal to the net proceeds from an offer of those Notes (such Notes being Green Bonds) specifically to finance or re-finance, in whole or in part, Eligible Green Projects (as defined in “*Use of Proceeds*” below) that are in keeping with the Issuer’s green bond framework, which is available on the Issuer’s website at <https://www.al-bank.dk/om-banken/investor-relations/gaeld-og-fundingstrategi> (as updated or replaced from time

to time, the “**Green Bond Framework**”, which for the avoidance of doubt, is not incorporated by reference in, and does not form part of this Prospectus).

It is not certain that the use of such proceeds for any Eligible Green Projects (as defined in “*Use of Proceeds*” below) will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other constitutional documents, other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Green Projects.

It is uncertain whether the Issuer’s Green Bond Framework will satisfy the technical screening criteria as set out in the EU Taxonomy Regulation

There is currently no clear definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a “green”, “social” or “sustainable” or an equivalently labelled project or as to what precise attributes are required for a particular project to be defined as “green”, “social” or “sustainable” or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time or that any prevailing market consensus will not significantly change. As an example, the Sustainable Finance Taxonomy is subject to further development by way of the implementation by the European Commission through delegated regulations of technical screening criteria for the environmental objectives set out in the EU Taxonomy Regulation (see “*Investment Considerations – Notes issued as Green Bonds*”). The extent to which the Eligible Green Projects are based on the technical screening criteria as set out in the EU Taxonomy Regulation (see “*Investment Considerations – Notes issued as Green Bonds*”) follows from the Green Bond Framework and/or reports made by the Issuer pursuant thereto. Until the full technical screening criteria for the objectives of the EU Sustainable Finance Taxonomy (see “*Investment Considerations – Notes issued as Green Bonds*”) have been finalised, it is not known whether the Issuer’s Green Bond Framework will satisfy those criteria. The Issuer may amend the Green Bond Framework from time to time. Accordingly, alignment with the EU Sustainable Finance Taxonomy, once the full technical screening criteria are established, is not certain. Therefore, potential Noteholders should also note that it is not certain that projects or uses the subject of, or related to, any Eligible Green Projects will meet any or all investor expectations regarding such “green”, “social” or “sustainable” or other equivalently labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Green Projects.

Reports, assessments, opinions or certifications regarding the Green Bonds and Eligible Green Projects and listing or admittance to trading of the Green Bonds on a dedicated “green”, “environmental”, “sustainable” or “social” segment

Reports, assessments, opinions (including the Second Party Opinion (as defined in “*Use of Proceeds*” below) or certifications of any third party (including the Second Party Opinion provider), whether or not solicited by the Issuer may be made available in connection with the issue of any Green Bonds and any Eligible Green Projects covering whether any of them fulfil certain environmental, social and governance (“**ESG**”) and/or other criteria as set out in the relevant report, assessment, opinion or certification. Currently, the providers of such reports, assessments, opinions and certifications are not subject to any specific oversight or regulatory or other regime.

Green Bonds may be listed or admitted to trading on a dedicated “green”, “environmental”, “sustainable”, “social” or other equivalently labelled segment of any stock exchange or securities market (whether or not regulated) or included in an ESG bond index. Prospective Noteholders should note that it is not certain that such listing, admission, or inclusion satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws, constitutional documents or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or assets or uses, the subject of or related to, any Eligible Green Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Prospective Noteholders should also note that that it is not certain that any such listing or admission to trading will be obtained in respect of any such Green Bonds or, if obtained, that any such listing or admission to trading will be maintained during the life of the Green Bonds.

For the avoidance of doubt, (i) the withdrawal of any report, assessment, opinion or certification as described above, (ii) any such report, assessment, opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such report, assessment, opinion or certification is reporting, assessing, opining or

certifying or (iii) the loss of any such listing or admission to trading, will not give rise to any redemption rights under the Conditions or constitute an Enforcement Event or any other event of default under the Conditions.

The withdrawal of any report, assessment, opinion or certification as described above, or any such report, assessment, opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such report, assessment, opinion or certification is reporting, assessing, opining or certifying, and/or any such Green Bonds no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Green Bonds and also potentially the value of any other Notes which are intended to finance Eligible Green Projects.

Application of the net proceeds of any Green Bonds for Eligible Green Projects

While it is the intention of the Issuer to apply an amount equal to the net proceeds of any Green Bonds for Eligible Green Projects in, or substantially in, the manner described in this Prospectus, the Green Bond Framework or the applicable Final Terms, there can be no assurance that the Issuer will be able to do this and there is no contractual or regulatory obligation to do so. For the avoidance of doubt, neither the proceeds of any Green Bonds nor any amount equal to such proceeds will be segregated by the Issuer from its capital and other assets and there will be no direct or contractual link between any Green Bonds and any Eligible Green Projects. Nor can there be any assurance that any Eligible Green Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment and/or society) as originally expected or anticipated by the Issuer. While any Green Bond net proceeds remain unallocated, the Issuer will hold and/or invest the balance of such net proceeds not yet allocated in accordance with the Green Bond Framework.

Any such event or failure to apply an amount equal to the net proceeds of any issue of Green Bonds for or towards any Eligible Green Projects, as aforesaid, or to obtain and publish any such reports, assessments, opinions and certifications regarding any such application of the net proceeds, as well as the existence of any potential mismatch between the duration of the Eligible Green Projects and the term of any Green Bonds, will not (i) constitute an event of default or Enforcement Event under the relevant Green Bonds, (ii) give rise to any other claim of a Noteholder in such Green Bonds against the Issuer, (iii) lead to an obligation of the Issuer to redeem such Green Bonds or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any such Green Bonds, (iv) give Noteholders an option to redeem the relevant Green Bonds or (v) constitute an incentive to redeem.

The Green Bonds are issued subject to their applicable terms and conditions described in the Conditions and the applicable Final Terms

The Green Bonds are issued subject to their applicable terms and conditions including, without limitation, in relation to their status, interest payments, redemption and Enforcement Events as described in the Conditions and the applicable Final Terms, regardless of the issue of such Notes as Green Bonds. Accordingly, any Green Bonds may also be subject, as applicable, to any of the other risks highlighted in the sections “*Risk related to the structure of a particular issue of Notes*” and “*Risks related to Notes generally*”, including any bail-in and resolution measures available under BRRD in the same way as any other Notes issued under the Programme are subject thereto, see “*Resolution tools and powers under the BRRD*” above. In particular, Green Bonds will be subject to the exercise of the general bail-in tool to the same extent and with the same ranking as any other Note which is not a Green Bond. Further, any Green Bonds, as with other Notes, will be fully subject to the application of CRR eligibility criteria and BRRD requirements and, as such, proceeds from any such Green Bonds will cover all losses in the balance sheet of the Issuer regardless of their “green”, “social” or “sustainable” label. Additionally, their labelling as Green Bonds will not (i) affect the regulatory treatment of such Notes as MREL Eligible Liabilities or (ii) have any impact on their status as indicated in Condition 4.

The payments of principal and interest (as the case may be) on the relevant Green Bonds shall not depend on the performance of the relevant Eligible Green Projects or related assets or any other environmental or sustainability targets of the Issuer, nor will any investors in the same have any preferred right against such assets.

2.1.8. No right of set-off, netting or counterclaim

No Noteholder, who shall be indebted to the Issuer, shall be entitled to exercise any right of set-off, netting or counterclaim against money owed by the Issuer in respect of the Notes held by such Noteholder. Accordingly, no Noteholder will be entitled to exercise any right of set-off, netting or counterclaim against monies owed to the Issuer by such Noteholder in respect of the Notes. Consequently, a Noteholder may suffer a loss if, in a situation where the Issuer has not complied with its payment obligations under the Notes, as the Noteholder is unable to set-off

amounts due to it under the Notes against amounts that such Noteholder owes to the Issuer. As a result, the value of the Notes may be negatively affected.

As at the date of this Prospectus, the Issuer has not previously been unable to pay interest, principal or other amounts due on or in connection with any Notes.

To the extent that any Noteholder nevertheless claims a right of set-off, netting or counterclaim in respect of any such amount, whether by operation of law or otherwise, and irrespective of whether the set-off, netting or counterclaim is effective under any applicable law, if the Noteholder receives or recovers any sum or the benefit of any sum in respect of any Note by virtue of such set-off, netting or counterclaim, such Noteholder is required to immediately transfer to the Issuer an amount equal to the amount which purportedly has been set-off, netted or counterclaimed.

2.1.9. *Limitation on gross-up obligation*

The Issuer's obligation to pay additional amounts in respect of any withholding or deduction in respect of taxes under the terms of the Notes applies only to payments of interest due and paid under such Notes and not to payments of principal. As such, the Issuer would not be required to pay any additional amounts under the terms of the Notes to the extent any withholding or deduction applied to payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal, Noteholders may receive less than the full amount due under such Notes and the market value of such Notes may be adversely affected. Noteholders should note that principal for these purposes may include any payments of premium.

As at the date of this Prospectus, the Issuer has not previously been required to pay additional amounts in respect of any withholding or deduction as described above.

2.1.10. *The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"*

Interest rates and indices which are deemed to be "benchmarks" (such as, in the case of Floating Rate Notes, a Reference Rate or, in the case of Reset Notes, a Mid-Swap Rate), are the 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. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a benchmark.

The EU Benchmarks Regulation applies, subject to certain transitional provisions to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities (such as the Issuer) of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the benchmark.

On 21 September 2017, the European Central Bank announced that it would be part of a new working group tasked with the identification and adoption of a "risk free overnight rate" which can serve as a basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area. On 13 September 2018, the working group on euro risk-free rates recommended the new euro short-term rate ("€STR") as the new risk-free rate for the euro area. The €STR was published for the first time on 2 October 2019. Although EURIBOR has been reformed in order to comply with the terms of the EU Benchmarks Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark. In Denmark, a working group formed by Finance Denmark (a Danish business association for banks, mortgage banks, asset management, securities trading and investment funds in Denmark) and the Money Market Committee proposed, in July 2019, its final recommendations on the assessment of possible candidates to a DKK risk-free reference rate based on wholesale overnight deposits named DEST (Denmark short-term rate). In November 2020, Danmarks Nationalbank (the central bank of Denmark) assumed responsibility for DEST. Danmarks Nationalbank has started publishing DEST as of 4 April 2022. The first publication will reflect trading

activity on 1 April 2022. Thus, DESTR has been available for use in financial contracts with effect from 1 April 2022. The impact of DESTR on CIBOR is currently unclear.

Separately, in 2019, a Norwegian working group on alternative reference rates in NOK was established to analyse the consequences of a potential discontinuation of NIBOR and recommending an alternative reference rate. The working group recommended a modified NOWA (which from 1 January 2020 has been administered by Norges Bank, the Norwegian Central Bank) as the alternative reference rate for NIBOR. The working group continued its work through 2020 by establishing two subgroups comprising a group for market standards and fallback provisions and a group for exploring the establishment of an Overnight Index Swap (OIS) market in NOK. On 28 September 2020, the working group published a consultation paper on fallback provisions and term and spread adjustments between NIBOR and NOWA upon a potential discontinuation of NIBOR. The consultation paper was updated by the working group in November 2021. Subsequently, in December 2021, the working group published guidelines on the use of NOWA in financial contracts and as a fallback solution. Since 29 April 2021, the Norwegian Central Bank has been publishing a NOWA compounded index and compounded NOWA averages to further support the use of NOWA as a reference rate for financial products.

It is not possible to predict with certainty whether, and to what extent EURIBOR, CIBOR and other benchmarks, including NIBOR and STIBOR, will continue to be supported going forward. This may cause EURIBOR, CIBOR and other benchmarks, including NIBOR and STIBOR, to perform differently than they have done in the past, and may have other consequences which cannot be predicted.

More broadly, any of the national or international reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

Such factors may have the following effects on certain benchmarks: (i) discourage market participants from continuing to administer or contribute to the benchmark; (ii) trigger changes in the rules or methodologies used in the benchmark or (iii) lead to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of national or international reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to or referencing a benchmark.

Noteholders should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation or any of the international or national reforms in making any investment decision with respect to any Notes linked to or referencing a benchmark.

2.1.11. *Future discontinuance of certain benchmark rates (e.g., EURIBOR, CIBOR, NIBOR and STIBOR) may adversely affect the value of Floating Rate Notes and/or Reset Notes which are linked to or which reference any such benchmark rate*

Noteholders should be aware that, if a benchmark rate were discontinued or otherwise unavailable, the rate of interest on Reset Notes and Floating Rate Notes, which are linked to or which reference such benchmark rate will be determined for the relevant period by the fallback provisions applicable to such Notes. The Conditions provide for certain fallback arrangements in the event that a published benchmark (including any page on which such benchmark may be published (or any successor service)), such as EURIBOR, CIBOR, becomes unavailable.

If the circumstances described in the preceding paragraph occur and (i) in the case of Floating Rate Notes, Screen Rate Determination is specified in the relevant Final Terms, as the manner in which the rate of interest is to be determined or (ii) in the case of Reset Notes, Mid-Swap Rate is specified in the relevant Final Terms, as the Reset Reference Rate and, in each case, Reference Rate Replacement is also specified in the relevant Final Terms as being applicable (any such Notes “**Relevant Notes**”), such fallback arrangements will include the possibility that the relevant rate of interest (or, as applicable, component thereof) could be set or, as the case may be, determined by reference to a Successor Reference Rate or an Alternative Reference Rate (as applicable) determined by an Independent Adviser or, if the Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed by the Issuer fails to make such determination, the Issuer (the Issuer, in any such case, acting in good faith and in a commercially reasonable manner as described more fully in the Conditions of the Relevant Notes).

In addition, if a Successor Reference Rate or Alternative Reference Rate is determined by the relevant Independent Adviser or the Issuer (as applicable), the Conditions also provide that an Adjustment Spread (as defined in the Conditions) may be determined by the relevant Independent Adviser or the Issuer (as applicable) to be applied to such Successor Reference Rate or Alternative Reference Rate, as the case may be. An Adjustment Spread could be positive, negative or zero. The application of an Adjustment Spread may result in the relevant Notes performing differently (which may include payment of a lower interest rate) than they would do if the relevant Original

Reference Rate (as applicable) were to continue to apply in its current form. If no Adjustment Spread is determined, a Successor Reference Rate or Alternative Reference Rate may nonetheless be used to determine the Rate of Interest.

In addition, the relevant Independent Adviser or the Issuer (as applicable) may also determine (acting in good faith and in a commercially reasonable manner) other amendments to the Conditions in order to follow market practice in relation to the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) and to ensure the proper operation and comparability to the relevant Original Reference Rate of such Successor Reference Rate or Alternative Reference Rate (as applicable).

No consent of the Noteholders shall be required in connection with effecting any relevant Successor Reference Rate or Alternative Reference Rate (as applicable) or any other related adjustments and/or amendments described above.

In certain circumstances (including, in the case of the Relevant Notes, if the Independent Adviser appointed by the Issuer fails to make the necessary determination), the ultimate fallback for determining the rate of interest for a particular Interest Accrual Period or Reset Period (as applicable) may result in the rate of interest for the last preceding Interest Accrual Period or Reset Period (as applicable) being used. This may result in the effective application of a fixed rate for Floating Rate Notes or Reset Notes (as applicable) based on the rate which was last observed on the Relevant Screen Page for the purposes of determining the rate of interest in respect of an Interest Accrual Period or a Reset Period (as applicable). In addition, due to the uncertainty concerning the availability of Successor Reference Rates and Alternative Reference Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a material adverse effect on the value of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes or Reset Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Notes or Reset Notes. Noteholders should note that, in the case of Relevant Notes, the relevant Independent Adviser or the Issuer (as applicable) will have discretion to adjust the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) in the circumstances described above. Any such adjustment could have unexpected commercial consequences and, due to the particular circumstances of each Noteholder, it is not certain that any such adjustment will be favourable to each Noteholder.

In addition, prospective Noteholders should also note that:

- (i) no Successor Reference Rate or Alternative Reference Rate (as applicable) will be adopted, and no other amendments to the terms of the Relevant Notes will be made if, and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the Relevant Notes as, MREL Eligible Liabilities; and/or
- (ii) no Successor Reference Rate or Alternative Reference Rate (as applicable) will be adopted, and no other amendments to the terms of the Relevant Notes will be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to result in the Relevant Regulator treating the next Interest Payment Date (or any future Interest Payment Date) as the effective maturity of the Relevant Notes, rather than the relevant Maturity Date.

In all such circumstances, the ultimate fallback for determining the rate of interest (which is described above) will apply.

2.1.12. Notes issued at a substantial discount or premium

The market values of any specific Series of Notes issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities. Any such price volatility may have an adverse effect on the market value of any specific Series of Notes issued at a substantial discount or premium to their nominal amount.

2.2. Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

2.2.1. Modification and waivers

The Conditions contain provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of Noteholders or instigating a Written Procedure to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not attend and vote at the relevant meeting or respond in the Written Procedure or, as the case may be, did not sign the written resolution or give their consent electronically, and including those Noteholders who voted or responded in a manner contrary to the majority. Any modification of the Conditions pursuant to the operation of such provisions is subject to Condition 6(j). Noteholders are therefore exposed to the risk that changes are made to the Conditions without their consent which may be against the interest of such Noteholder and this may have an adverse effect on the value of the Notes.

As at the date of this Prospectus, the Issuer has not experienced any modification of the Conditions as described above for any tranche of Preferred Senior Notes or Non-Preferred Senior Notes.

In addition, the Issuer (i) may make any modification to the Notes or the Conditions to correct a manifest error without the consent of such Noteholders, and (ii) subject to Condition 6(j), make any modification to the Notes of any Series and/or the Conditions of any Series which is not prejudicial to the interests of the Noteholders of such Series without the consent of such Noteholders. Any such modification shall be binding on the Noteholders of such Series.

2.2.2. *Change of law*

Save where the Securities Depository is VPS (in which event Condition 3(a) (relating to the form, Issue Date, currency, denomination, nominal amount and trades), Condition 3(b) (relating to transfers of the Notes) and Condition 19 (relating to the delivery of notices to Noteholders) shall be governed by Norwegian law) the Conditions are based on Danish law in effect as at the date of issue of the relevant series of Notes. The Issuer is not able to predict the potential impact of any possible judicial decision or change to Danish, Norwegian or other applicable laws, regulations or administrative practice after the date of issue of the relevant series of Notes. Such changes in law may include, but are not limited to, the introduction of a variety of statutory resolution and loss-absorption tools which may affect the rights of holders of securities issued by the Issuer, including the relevant series of Notes. Such tools may include the ability to write off sums otherwise payable on such securities at a time when the Issuer is no longer considered viable by its regulator or upon the occurrence of another trigger.

3. RISK FACTORS RELATED TO THE MARKET WHICH MAY AFFECT THE ISSUER AND/OR THE NOTES

Set out below is a brief description of certain market risks, which may affect the Issuer and/or the Notes, including credit rating risk, liquidity risk, exchange rate risk and interest rate risk.

3.1. *Credit rating risks related to the Issuer and/or the Notes*

One or more independent credit rating agencies may assign credit ratings to the Issuer and/or the Notes. The ratings may not reflect the potential impact of all risks related to the structure, market and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In addition, rating agencies may assign unsolicited ratings to the Notes. In such circumstances the unsolicited rating(s) may be lower than the comparable solicited ratings assigned to the Notes, which could adversely affect the market value and liquidity of the Notes.

At the date of this Prospectus, the Issuer has been rated A2 (long term unsecured rating) and P-1 (short term unsecured rating) by Moody's. See the cover of this Prospectus and "*Description of Arbejdernes Landsbank and the Arbejdernes Landsbank Group – 4. Credit Rating*" for further information on Moody's credit rating of the Issuer and the Programme. The Issuer's credit ratings are important to its business. Any relevant rating agency, including Moody's, may downgrade the ratings of the Issuer, the Programme or the ratings of the Issuer's debt instruments (including the Notes) either as a result of the financial position of the Arbejdernes Landsbank Group or changes to applicable rating methodologies used by any relevant rating agency. A rating agency's evaluation of the Issuer may also be based on a number of factors not entirely within the control of the Issuer, such as conditions affecting the financial services industry generally. In addition, credit ratings may also change due to changes in law and regulation; see "*Risk factors relating to the Notes – Risks related to the structure of a particular issue of Notes – The Non-Preferred Senior Notes rank junior to unsubordinated creditors of the Issuer pursuant to Section 97 of the*

Danish Bankruptcy Act and, if the European Commission's CMDI Proposal is adopted, the Preferred Senior Notes would rank junior to all depositors of the Issuer".

Any reduction in the Issuer's credit ratings or the ratings of the Programme or the Issuer's debt instruments, including any unsolicited credit rating, could adversely affect its liquidity and competitive position, undermine confidence in the Issuer and the Arbejdernes Landsbank Group, increase its borrowing costs, limit its access to the capital markets, or limit the range of counterparties willing to enter into transactions with the Issuer and the Arbejdernes Landsbank Group. Such development could have a material adverse effect on the Issuer and the Arbejdernes Landsbank Group's business, financial situation, results of operations, liquidity and/or prospects and could thereby ultimately cause the Issuer to become unable to pay interest, principal or other amounts on or in connection with the Notes.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market.

3.2. *The value of Fixed Rate Notes may be adversely affected by movements in market interest rates*

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

3.3. *The reset of the Rate of Interest fixed with respect to Reset Notes on each Reset Date could affect the market value of an investment in such Notes*

Reset Notes will initially bear interest at the fixed rate per cent. per annum specified in the relevant Final Terms (the "**Initial Rate of Interest**") until the Reset Date specified in the relevant Final Terms, or, if more than one Reset Date is specified, the First Reset Date specified in the relevant Final Terms, (in each case, as defined in the Conditions). On the Reset Date (or on each Reset Date, if more than one Reset Date is specified), the Rate of Interest will be reset to the aggregate of the applicable Reset Reference Rate and the relevant Subsequent Reset Margin (each as defined in the Conditions), as determined by the Calculation Agent. Such reset Rate of Interest could be less than the Initial Rate of Interest and/or, as applicable, less than the Rate of Interest determined on any previous Reset Determination Date (as defined in the Conditions), and could accordingly affect the market value of an investment in the Notes.

RESPONSIBILITY STATEMENT

Arbejdernes Landsbank's responsibility

Aktieselskabet Arbejdernes Landsbank, Vesterbrogade 5, DK-1620 Copenhagen V, Denmark is responsible for this Prospectus in accordance with Danish law.

The Issuer declares that this Prospectus has been approved as a base prospectus by the Danish FSA, as competent authority under the Prospectus Regulation. The Danish FSA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Responsible persons

We hereby declare, as the persons responsible for this Prospectus on behalf of Arbejdernes Landsbank in our capacity as members of the Board of Directors and the Executive Management of Arbejdernes Landsbank, that to the best of our knowledge, the information contained in this Prospectus is in accordance with the facts and that this Prospectus makes no omission likely to affect its import.

30 August 2023

Aktieselskabet Arbejdernes Landsbank

Board of Directors of Arbejdernes Landsbank

Claus Jensen (Chairman of the Board)	Ole Dam Wehlast (Vice-chairman of the Board)	Lars Andersen (Board Member)
Lars Holst (Board Member)	Christian Riewe (Board Member)	Lizette Risgaard (Board Member)
Henning Overgaard (Board Member)	Anja C. Jensen (Board Member)	Kenneth Hove (Board Member)
Caroline Sjøeborg Ahlefeldt-Laurvig-Bille (Board Member)	Yvonne Hansen (Board Member (employee representative))	Jesper Pedersen (Board Member (employee representative))
Nadja Lind Bøgh Karlsen (Board Member (employee representative))	Tina Holm (Board Member (employee representative))	

Executive Management of Arbejdernes Landsbank

Jan Walther Andersen (CEO)	Frank Mortensen (Deputy CEO)	Svend Randers (Executive Bank Director)
Simon Sinding Jørgensen (Executive Bank Director)	Gry Bandholm (Executive Bank Director)	

Jan Walther Andersen and Frank Mortensen have been authorised to sign this Prospectus for and on behalf of Arbejdernes Landsbank pursuant to a resolution of the Board of Directors of Arbejdernes Landsbank passed on 23 August 2023.

For and on behalf of Aktieselskabet Arbejdernes Landsbank:

Jan Walther Andersen
(CEO)

Frank Mortensen
(Deputy CEO)

INVESTMENT CONSIDERATIONS

Certain investor considerations and circumstances

Each prospective Noteholder must determine the suitability of that investment in light of its own circumstances. In particular, each prospective Noteholder should: (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement; (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio; (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies; (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant financial markets; and (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential Noteholder should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Minimum trading amount of Notes

In case the specified denomination of the Notes is less than €100,000 (or if the Notes are denominated in a currency other than euro, the equivalent amount as of the relevant date of issue in such other currency) the VP set-up entails that the initial subscription amount of, and all subsequent trades in, Notes shall be in a minimum amount of €100,000 (or if the Notes are denominated in a currency other than euro, the equivalent amount as of the relevant date of issue in such other currency). Consequently, a Noteholder who, as a result of trading Notes through VP or in the case of application of the general bail-in tool with respect to the Notes holds an amount which is less than €100,000 in its account with VP will not be able to trade or sell the remainder of such holding without first purchasing a principal amount of Notes (for a minimum amount of €100,000) (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency) such that its holding is in an amount of at least €100,000 (or, in each case, if the Notes are denominated in a currency other than euro, the equivalent amount as of the relevant date of issue in such other currency).

The secondary market of the Notes

The Notes may have no established trading market when issued, and one may never develop. If an active trading market does not develop or is not maintained, the market price and liquidity of the Notes may be adversely affected. If a market does develop, it may not be very liquid and any liquidity in such market could be significantly affected by any purchase and cancellation of the Notes by the Issuer or any of its Subsidiaries as provided in Conditions (6(g) and 6(h)). In connection hereto, upon the occurrence of a Clean-up Call Event, the Notes may be redeemed (see “*Risk factors relating to the Notes – Risks related to the structure of a particular issue of Notes – Notes subject to optional redemption by the Issuer.*” Therefore, Noteholders may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of Noteholders. Illiquidity may have an adverse effect on the market value of the Notes.

Exchange rate risks and exchange controls

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

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

Notes issued as Green Bonds

The applicable Final Terms relating to any specific Tranche of Notes may provide that it will be the Issuer's intention to apply an amount equal to the net proceeds from an offer of those Notes (such Notes being "**Green Bonds**") specifically to finance or re-finance Eligible Green Projects (as defined in "*Use of Proceeds*" below) that are in keeping with the Issuer's Green Bond Framework (as defined in "*Use of Proceeds*" below). Prospective Noteholders should have regard to the information in this Prospectus, the Green Bond Framework and/or the relevant Final Terms regarding such use of such proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Green Bonds together with any other investigation such investor deems necessary.

Neither the Arranger nor any of the Dealers will verify or monitor the application of the proceeds of any Green Bonds issued under this Programme.

No assurance is given by the Issuer, the Arranger or any of the Dealers that the use of such proceeds for any Eligible Green Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other constitutional documents, other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Green Projects. A basis for the determination of such "green" project definition has been established in the EU with Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 (the "**EU Taxonomy Regulation**") on the establishment of a framework to facilitate sustainable investment (the "**EU Sustainable Finance Taxonomy**"). The EU Sustainable Finance Taxonomy is subject to further development by way of the implementation by the European Commission through delegated regulations of technical screening criteria for the environmental objectives set out in the EU Taxonomy Regulation.

No assurance or representation is given by the Issuer, the Arranger or any of the Dealers as to the suitability or reliability for any purpose whatsoever of any report, assessment, opinion (including the Second Party Opinion (as defined in "*Use of Proceeds*" below) or certification of any third party (including the Second Party Opinion provider), whether or not solicited by the Issuer, which may be made available in connection with the issue of any Green Bonds and any Eligible Green Projects, and whether any of them fulfil any ESG and/or other criteria. Any such report, assessment, opinion (including the Second Party Opinion) or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Prospectus. Any such report, assessment, opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Arranger or any of the Dealers or any other person to buy, sell or hold any such Green Bonds or that any Eligible Green Projects fulfil any ESG and/or other criteria. Any such report, assessment, opinion or certification is only current as of the date it was initially issued and the criteria and/or considerations that underlie any such report, assessment, opinion or certification may change at any time. Prospective Noteholders must determine for themselves the relevance of any such report, assessment, opinion or certification and/or the information contained therein and/or the provider of such report, assessment, opinion or certification for the purpose of any investment in any such Green Bonds.

In the event that any Green Bonds are listed or admitted to trading on any dedicated "green", "environmental", "sustainable", "social" or other equivalently labelled segment of any stock exchange or securities market (whether or not regulated) or included in an ESG bond index, no representation or assurance is given by the Issuer, the Arranger or any of the Dealers or any other person that such listing, admission, or inclusion satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws, constitutional documents or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or assets or uses, the subject of or related to, any Eligible Green Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Arranger or any of the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Green Bonds or, if obtained, that any such listing or admission to trading will be maintained during the life of the Green Bonds.

The withdrawal of any opinion or certification as described above, or any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on, and/or any such Green Bonds no longer being listed or admitted to trading on any stock exchange or securities market, as aforesaid, may have a material adverse effect on the value of such Green Bonds, and also potentially the value of any other Green Bonds which are intended to finance Eligible Green Projects, and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Prospectus shall be incorporated in, and form part of, this Prospectus:

- (i) the relevant pages as set out in the table below of the audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2021 together with the independent auditors' report thereon (the “**Arbejdernes Landsbank 2021 Annual Report**”) (an English translation is available on the website of the Issuer at https://www.al-bank.dk/media/133602/al_annual_report_2021_uk.pdf);
- (ii) the relevant pages as set out in the table below of the audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2022 together with the independent auditors' report thereon (the “**Arbejdernes Landsbank 2022 Annual Report**”) (an English translation is available on the website of the Issuer at https://www.al-bank.dk/media/134156/al_annual_report_2022_final.pdf);
- (iii) the relevant pages as set out in the table below of unaudited consolidated interim report of the Issuer for the period 1 January 2023 to 30 June 2023 (the “**Arbejdernes Landsbank 2023 Half Year Report**”) (an English translation is available on the website of the Issuer at www.al-bank.dk/en/documents/om-banken/investor-relations/regnskaber/halvaarsregnskaber/2023/interim-report-2023);
- (iv) the Group Risk Report 2022 of the Arbejdernes Landsbank Group (the “**2022 Group Risk Report**”) (an English translation is available on the website of the Issuer at https://www.al-bank.dk/media/134170/al_group_risk_report_uk_2022_final.pdf);
- (v) the relevant pages as set out in the table below of the audited annual financial statements of Vestjysk Bank A/S (“**Vestjysk Bank**”) for the financial year ended 31 December 2021 together with the independent auditors' report thereon (the “**Vestjysk Bank 2021 Annual Report**”) (an English translation is available on the website of Vestjysk Bank at <https://www.vestjyskbank.dk/english/reports>); and
- (vi) the section headed “Terms and Conditions of the Notes” at pages 28 to 60 of the Prospectus dated 15 June 2022, in respect of the Aktieselskabet Arbejdernes Landsbank DKK 10,000,000,000 (now DKK 11,000,000,000) Medium Term Note Programme, which can be viewed online at <https://www.al-bank.dk/media/133795/al-mtn-base-prospectus.pdf>.

Such documents shall be incorporated in, and form part of, this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus. Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

The Arbejdernes Landsbank 2021 Annual Report, the Arbejdernes Landsbank 2022 Annual Report and the Vestjysk Bank 2021 Annual Report, together, in each case, with the audit report thereon and the Arbejdernes Landsbank 2023 Half Year Report and the 2022 Group Risk Report have been translated into English and represent a direct and accurate translation from the Danish language originals. If there are any inconsistencies or discrepancies between the Danish language versions and the English translations thereof, the original Danish language versions shall prevail.

The tables below set out the relevant page references for the Arbejdernes Landsbank 2021 Annual Report, the Arbejdernes Landsbank 2022 Annual Report, the Arbejdernes Landsbank 2023 Half Year Report and the Vestjysk Bank 2021 Annual Report, which shall be incorporated in, and form part of, this Prospectus.

Arbejdernes Landsbank 2021 Annual Report

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With respect to the Arbejdernes Landsbank 2021 Annual Report and the Vestjysk Bank 2021 Annual Report see “*Description of Arbejdernes Landsbank and Arbejdernes Landsbank Group – 1. Introduction – 1.7 Financial statement*” for further information of the presentation of accounts of these financial statements of Arbejdernes Landsbank and Vestjysk Bank.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of Part A of the relevant Final Terms, shall be applicable to the Notes. All capitalised terms that are not defined in the Conditions will have the meanings given to them in Part A of the relevant Final Terms. Unless the context otherwise requires, references in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

1. Introduction

- (a) **Programme:** Aktieselskabet Arbejdernes Landsbank, CVR No. 31467012, Legal Entity Identifier (LEI): 549300D6BJ7XOO03RR69 (the “**Issuer**”) has established a Medium Term Note Programme (the “**Programme**”) for the issuance of notes (the “**Notes**”).
- (b) **Final Terms:** Notes issued under the Programme are issued in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Notes. Each Tranche of Notes is the subject of a final terms document (the “**Final Terms**”) which completes these Terms and Conditions (the “**Conditions**”). The terms and conditions applicable to any particular Tranche of Notes are the Conditions as completed by the relevant Final Terms. In the event of any inconsistency between the Conditions and the relevant Final Terms, the relevant Final Terms, shall prevail. Where a particular Condition is applicable only to certain classes or to a particular Tranche or Series of Notes, “Notes” shall be construed in accordance with the relevant Condition.
- (c) **Recording of Notes in dematerialised form:** Each Series of Notes issued under the Programme will be recorded electronically in dematerialised form with either:
- (i) VP Securities A/S (branded as *Euronext Securities Copenhagen*) (“**VP**”, with such term deemed to include any successor or replacement thereto), Nicolai Eigtveds Gade 8, DK-1402 Copenhagen K, Denmark, CVR no. 21599336, in accordance with an agreement between Aktieselskabet Arbejdernes Landsbank (in such capacity, the “**VP Issuing Agent**”) and VP (effective date 18 July 2017) and the terms and conditions in effect from time to time of VP; or
- (ii) Verdipapirsentralen ASA (branded as *Euronext Securities Oslo*) (“**VPS**”, with such term deemed to include any successor or replacement thereto), Tollbugata 2, NO-0152 Oslo, Norway in accordance with an agreement between the Issuer and Danske Bank A/S (the “**VPS Issuing Agent**”) (effective date 9 November 2022) and the terms and conditions in effect from time to time of VPS,

as specified in the relevant Final Terms.

In relation to a Series of Notes, references herein to “**Securities Depository**” shall mean whichever of VP or VPS is so specified in the relevant Final Terms, and references herein to “**Issuing Agent**” shall mean:

- (A) if the Securities Depository is VP, the VP Issuing Agent; and
- (B) if the Securities Depository is VPS, the VPS Issuing Agent.

In relation to a Series of Notes, settlement of such Notes will take place on:

- (A) if the Securities Depository is VP, the VP settlement platform, or on the TARGET2-Securities (“**T2S**”) platform (or any successor or replacement thereto), if the required conditions for T2S settlement as set out in VP’s settlement rules are fulfilled; or
- (B) if the Securities Depository is VPS, the VPS settlement platform. Any such Notes settled on the VPS settlement platform must comply with the Norwegian Act of 15 March 2019 no. 6 on Central Securities Depositories (the “**CSD Act**”), which implements Regulation (EU) No. 909/2014 (“**CSDR**”) into Norwegian law, any regulations passed under the CSD Act and the rules of VPS, in each case as amended or replaced from time to time, and the holders of such Notes will be entitled to the rights and are subject to the obligations and liabilities which arise under this Act

and any related regulations and legislation as well as the terms and conditions in effect from time to time of VPS.

All subsequent references in the Conditions to “Notes” are, unless the context otherwise requires, to the Notes of the relevant Series.

2. Definitions

In the Conditions, in addition to the expressions defined in Condition 1 above, the following expressions have the following meanings:

“**Additional Amounts**” shall have the meaning given in Condition 8(a).

“**Adjustment Spread**” means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in each case to be applied to the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (i) in the case of a Successor Reference Rate, is formally recommended in relation to the replacement of the Original Reference Rate with such Successor Reference Rate by any Relevant Nominating Body; or
- (ii) (if no such formal recommendation has been made, or in the case of an Alternative Reference Rate) the relevant Independent Adviser or the Issuer (as applicable) determines is customarily applied to the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or
- (iii) (if the relevant Independent Adviser or the Issuer (as applicable) determines that no such spread is customarily applied) the relevant Independent Adviser or the Issuer (as applicable) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the relevant Successor Reference Rate or Alternative Reference Rate (as applicable);

“**Aggregate Nominal Amount**” has the meaning given in the relevant Final Terms.

“**Alternative Reference Rate**” means an alternative benchmark or screen rate that the relevant Independent Adviser or the Issuer (as applicable) determines has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in respect of debt securities denominated in the Specified Currency and of a comparable duration:

- (i) in the case of Floating Rate Notes, to the relevant Interest Accrual Periods; or
- (ii) in the case of Reset Notes, to the relevant Reset Periods,

or, in any case, if the relevant Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as such Independent Adviser or the Issuer (as applicable) determines in its discretion is most comparable to the Original Reference Rate.

“**Applicable MREL Regulations**” means, at any time, the laws, regulations, requirements, guidelines and policies then in effect in Denmark giving effect to any MREL Requirement or any successor regulations then applicable to the Issuer and/or the Group, including, without limitation to the generality of the foregoing, CRD/CRR, the BRRD and those regulations, requirements, guidelines and policies giving effect to any MREL Requirement or any successor regulations then in effect (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer and/or the Group).

“**Benchmark Event**” means, with respect to an Original Reference Rate:

- (i) such Original Reference Rate ceasing to be published for at least five Business Days or ceasing to exist or be administered; or

- (ii) the later of (A) the making of a public statement by the administrator of such Original Reference Rate that it will, on or before a specified date, cease publishing such Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Original Reference Rate) and (B) the date falling six months prior to the specified date referred to in (ii)(A); or
- (iii) the making of a public statement by the supervisor of the administrator of such Original Reference Rate that such Original Reference Rate has been permanently or indefinitely discontinued; or
- (iv) the later of (A) the making of a public statement by the supervisor of the administrator of such Original Reference Rate that such Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (B) the date falling six months prior to the specified date referred to in (iv)(A); or
- (v) the later of (A) the making of a public statement by the supervisor of the administrator of such Original Reference Rate that means such Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case on or before a specified date and (B) the date falling six months prior to the specified date referred to in (v)(A); or
- (vi) it has or will prior to the next Interest Determination Date or Reset Determination Date (as applicable) become unlawful for the Calculation Agent to calculate any payments due to be made to the Noteholders using such Original Reference Rate; or
- (vii) the making of a public statement by the supervisor of the administrator of such Original Reference Rate announcing that such Original Reference Rate is no longer representative or may no longer be used.

“**BRRD**” means Directive 2014/59/EU of the European Parliament and of the Council on resolution and recovery of credit institutions and investment firms dated 15 May 2014 and published in the Official Journal of the European Union on 12 June 2014 (or, as the case may be, any provision of Danish law transposing or implementing such Directive), as amended or replaced from time to time (including, for the avoidance of doubt, the amendments to such Directive resulting from Directive (EU) 2019/879 of the European Parliament and of the Council dated 20 May 2019 and published in the Official Journal of the European Union on 7 June 2019).

“**Business Centre(s)**” has the meaning given in the relevant Final Terms.

“**Business Day**” means:

- (i) in the case of a currency other than euro, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (ii) in the case of euro, a TARGET Business Day; and/or
- (iii) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

“**Calculation Agent**” means the Issuing Agent or such other person specified in the relevant Final Terms, as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms.

“**CFI**” means the classification of financial instruments code which, if applicable, will be specified in the relevant Final Terms.

“**CIBOR**” means the Copenhagen interbank offered rate.

“**Code**” has the meaning given in Condition 8(c).

“**CRD/CRR**” means, as the context requires, any or any combination of the CRD Directive, the CRR and any CRD/CRR Implementing Measures.

“**CRD Directive**” means Directive 2013/36/EU of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms dated 26 June 2013 and published in the Official Journal of the European Union on 27 June 2013 (or, as the case may be, any provision of Danish law transposing or implementing such Directive), as amended or replaced from time to time (including, for the avoidance of doubt, the amendments to such Directive resulting from Directive (EU) 2019/878 of the European Parliament and of the Council as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures dated 20 May 2019 and published in the Official Journal of the European Union on 7 June 2019).

“**CRD/CRR Implementing Measures**” means any regulatory capital rules or regulations, or other requirements, which are applicable to the Issuer and/or the Group and which prescribe (alone or in conjunction with any other rules, regulations or other requirements) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of the Issuer (on a non-consolidated or consolidated basis) to the extent required by the CRD Directive or the CRR, including for the avoidance of doubt any regulatory technical standards guidelines, delegated regulations, recommendations and/or opinions released from time to time by the European Banking Authority (or any successor or replacement thereof) or the Relevant Regulator, as the case may be.

“**CRR**” means Regulation (EU) No. 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms dated 26 June 2013 and published in the Official Journal of the European Union on 27 June 2013, as amended or replaced from time to time (including, for the avoidance of doubt, the amendments to such Regulation resulting from Regulation (EU) 2019/876 of the European Parliament and of the Council as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements dated 20 May 2019 and published in the Official Journal of the European Union on 7 June 2019).

“**Danish Bankruptcy Act**” means the Danish Bankruptcy Act (Consolidated Act No. 1600 of 25 December 2022, as amended or replaced from time to time).

“**Danish Capital Markets Act**” means the Danish Capital Markets Act (Consolidated Act No. 41 of 13 January 2023, as amended or replaced from time to time).

“**Danish Companies Act**” means the Danish Companies Act (Consolidated Act No. 1451 of 9 November 2022, as amended or replaced from time to time).

“**Danish Financial Business Act**” means the Danish Financial Business Act (Consolidated Act No. 406 of 29 March 2022, as amended or replaced from time to time).

“**Danish Limitation Act**” means the Danish Limitations Act (Consolidated Act No. 1238 of 9 November 2015, as amended or replaced from time to time).

“**Danish Recovery and Resolution Act**” means the Danish Act on Recovery and Resolution of certain Financial Businesses (Consolidated Act No. 24 of 4 January 2019, as amended or replaced from time to time).

“**Danish Statutory Loss Absorption Powers**” means any write-down, conversion, transfer, modification, suspension or similar or related power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Denmark, relating to (i) the transposition of the BRRD (or, as the case may be, any provision of Danish law transposing or implementing such Directive) as amended or replaced from time to time and (ii) the instruments, rules and standards created thereunder, pursuant to which any obligation of the Issuer (or any affiliate of the Issuer) can be reduced, cancelled, modified, or converted into Ordinary Shares, other Securities or other obligations of the Issuer or any other person (or suspended for a temporary period).

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or Interest Accrual Period, the “**Calculation Period**”):

- (i) if “**Actual/Actual – ISDA**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/Actual – ICMA**” is specified in the relevant Final Terms,
 - (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
 - (b) if the Calculation Period is longer than one Determination Period, the sum of:
 - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date and

“**Determination Date**” means the date specified as such in the relevant Final Terms, or, if none is so specified, the Interest Payment Date;

- (iii) if “**Actual/365 (Fixed)**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (iv) if “**Actual/360**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (vi) if “30E/360” or “Eurobond Basis” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30;

- (vii) if “30E/360 (ISDA)” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date (if any) or (ii) such number would be 31, in which case D₂ will be 30.

“Enforcement Events” has the meaning given in Condition 10.

“EURIBOR” means the Euro-zone interbank offered rate.

“**Euro-zone**” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

“**Final Redemption Amount**” means, in respect of any Note, its Outstanding Principal Amount or such other amount as may be specified in, or determined in accordance with, the Conditions or the relevant Final Terms.

“**First Reset Date**” means the date specified in the relevant Final Terms.

“**First Reset Margin**” means the margin specified as such in the relevant Final Terms.

“**First Reset Period**” means the period from (and including) the First Reset Date to (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Final Terms, the Maturity Date (if any).

“**First Reset Period Fallback Yield**” means the yield specified in the relevant Final Terms.

“**First Reset Rate of Interest**” means, in respect of the First Reset Period and, if applicable, subject to Condition 5(b)(iii) and Condition 5(b)(iv), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the First Reset Margin.

“**FISN**” means the financial instrument short name code which, if applicable, will be specified in the relevant Final Terms.

“**Group**” means the Issuer together with its Subsidiaries and other entities that are consolidated in the calculation of the Issuer’s (i) MREL Requirement on a consolidated level and/or (ii) own funds requirements on a consolidated level in accordance with the CRD/CRR requirements.

“**IA Determination Cut-off Date**” means;

- (i) in the case of Floating Rate Notes, in any Interest Period, the date that is no later than five Business Days prior to the Interest Determination Date relating to the immediately following Interest Accrual Period; or
- (ii) in the case of Reset Notes, in any Reset Period, the date that is no later than five Business Days prior to the Reset Determination Date relating to the immediately following Reset Period.

“**Independent Adviser**” means an independent financial institution of international and/or Nordic repute or other independent financial adviser experienced in the international and/or Nordic debt capital markets, in each case appointed by the Issuer at its own expense.

“**Initial Mid-Swap Rate**” has the meaning given in the relevant Final Terms.

“**Initial Rate of Interest**” has the meaning given in the relevant Final Terms.

“**Interest Accrual Period**” means (as applicable):

- (i) the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date; and
- (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due.

“**Interest Amount**” means in respect of an Interest Accrual Period, the amount of interest payable on each Note or a given multiple of Notes for that Interest Accrual Period payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part.

“**Interest Basis**” has the meaning given in the relevant Final Terms.

“Interest Commencement Date” means the Issue Date or such other date as may be specified in the relevant Final Terms.

“Interest Determination Date” means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms, or, if none is so specified:

- (i) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro; or
- (ii) the day falling two Business Days in Copenhagen prior to the first day of such Interest Accrual Period if the Specified Currency is Danish Kroner; or
- (iii) the day falling two Business Days in Oslo prior to the first day of such Interest Accrual Period if the Specified Currency is Norwegian Kroner; or
- (iv) the day falling two Business Days in Stockholm prior to the first day of such Interest Accrual Period if the Specified Currency is Swedish Kronor.

“Interest Payment Date” means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms.

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

“Interest Period Date” means each Interest Payment Date unless otherwise specified in the relevant Final Terms.

“Issue Date” has the meaning given in the relevant Final Terms.

“Issuer Determination Cut-off Date” means:

- (i) in the case of Floating Rate Notes, the date that is no later than three Business Days prior to the Interest Determination Date relating to the immediately following Interest Accrual Period; or
- (ii) in the case of Reset Notes, in any Reset Period, the date that is no later than three Business Days prior to the Reset Determination Date relating to the immediately following Reset Period;

“Margin” has the meaning given in the relevant Final Terms.

“Maturity Date” has the meaning given in the relevant Final Terms.

“Maximum Redemption Amount” has the meaning given in the relevant Final Terms.

“Mid-Market Swap Rate” means, subject as provided in Condition 5(c)(v), if applicable, for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Original Reset Reference Rate Payment Basis (calculated on the day count basis customary for fixed rate payments in the Specified Currency as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Floating Leg Maturity (calculated on the day count basis customary for floating rate payments in the Specified Currency as determined by the Calculation Agent).

“Mid-Market Swap Rate Quotation” means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate.

“Mid-Swap Floating Leg Benchmark Rate” means, subject as provided in Condition 5(c)(v), if applicable, EURIBOR (if the Specified Currency is euro), CIBOR (if the Specified Currency is Danish Kroner), NIBOR (if the Specified Currency is Norwegian Kroner), STIBOR (if the Specified Currency is Swedish Kronor) or (in the case

of any other Specified Currency) the benchmark rate most closely connected with such Specified Currency and selected by the Calculation Agent in its discretion after consultation with the Issuer.

“**Mid-Swap Floating Leg Maturity**” has the meaning given in the relevant Final Terms.

“**Minimum Redemption Amount**” has the meaning given in the relevant Final Terms.

“**MREL Disqualification Event**” means the determination by the Issuer that, as a result of:

- (i) the implementation of any Applicable MREL Regulations on or after the date of issue of the last Tranche of such Series of Notes; or
- (ii) a change in any Applicable MREL Regulations becoming effective on or after the date of issue of the last Tranche of such Series of Notes,

all or part of the Outstanding Principal Amounts of such Series of Notes will be excluded from the “eligible liabilities” (or any equivalent or successor term) available to meet any MREL Requirement (however called or defined by then Applicable MREL Regulations) if the Issuer and/or the Group is/are then or, as the case may be, will be subject to such MREL Requirement, provided that a MREL Disqualification Event shall not occur where such exclusion:

- (a) is or will be caused by:
 - (1) the remaining maturity of such Notes being less than any period prescribed by any applicable eligibility criteria under the Applicable MREL Regulations; or
 - (2) any applicable limits on the amount of “eligible liabilities” (or any equivalent or successor term) permitted or allowed to meet any MREL Requirement(s) being exceeded; and/or
- (b) was reasonably foreseeable at the date of issue of the last Tranche of such Notes.

“**MREL Eligible Liabilities**” means “eligible liabilities” (or any equivalent or successor term) which are available to meet any MREL Requirement (however called or defined by then Applicable MREL Regulations) of the Issuer and/or the Group under Applicable MREL Regulations.

“**MREL Requirement**” means the minimum requirement for own funds and eligible liabilities, in each case which is or, as the case may be, will be, applicable to the Issuer and/or the Group.

“**NIBOR**” means the Norwegian interbank offered rate.

“**Non-Preferred Senior Notes**” means the Notes (i) specified as such in the relevant Final Terms and (ii) having the status set out in Condition 4(b).

“**Non-Preferred Senior Obligations**” means any unsecured liabilities of the Issuer which rank below (i) any Preferred Senior Notes issued by the Issuer and (ii) any obligations of the Issuer that rank *pari passu* with any Preferred Senior Notes upon an insolvency of the Issuer in accordance with Section 13(3) of the Danish Recovery and Resolution Act.

“**Noteholder**” means, in relation to a Note, a person who is registered with the Securities Depository as directly registered owner or nominee holder of a Note.

“**Noteholder Extraordinary Consent**” has the meaning given in Condition 12(c).

“**Noteholders’ Meeting**” means a Noteholders’ meeting held pursuant to Condition 13.

“**Optional Redemption Amount**” has the meaning given in the relevant Final Terms.

“**Optional Redemption Date**” has the meaning given in the relevant Final Terms.

“Ordinary Shares” means fully paid-up ordinary shares in the capital of the Issuer.

“Original Reference Rate” means:

- (i) the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) of the relevant Notes; or
- (ii) any Successor Reference Rate or Alternative Reference Rate which has been determined in relation to such benchmark or screen rate (as applicable) pursuant to the operation of Condition 5(c)(v),

as applicable.

“Original Reset Reference Rate Payment Basis” has the meaning given in the relevant Final Terms. The Original Reset Reference Rate Payment Basis shall be annual, semi-annual, quarterly or monthly.

“outstanding” means, in relation to Notes of any Series, all the relevant Notes issued other than:

- (i) those that have been redeemed in accordance with the Conditions;
- (ii) those which have become void or in respect of which claims have become prescribed;
- (iii) those which have been purchased and cancelled as provided in the Conditions;

provided that, for the purposes of:

- (a) ascertaining the right to attend and vote at any meeting of Noteholders; and
- (b) the determination of how many Notes are outstanding for the purposes of Conditions 12 and 14, as applicable,

those Notes that are held by, or are held on behalf of, the Issuer or any of its Subsidiaries and not cancelled shall (unless and until ceasing to be so held) be deemed not to be outstanding.

“Outstanding Principal Amount” means, in respect of a Note:

- (i) unless sub-paragraph (ii) below applies, the outstanding principal amount of such Note; or
- (ii) the outstanding principal amount of such Note as adjusted from time to time for any reduction of the principal amount of such Note required by then current legislation and/or regulations applicable to the Issuer,

and **“Outstanding Principal Amounts”** means the sum of the Outstanding Principal Amount of each Note.

“Paying Agent” has the meaning given in Condition 11(a).

“Permission Withdrawal Early Redemption Restriction” has the meaning given to such term in Condition 6(j).

“person” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality.

“Preferred Senior Notes” means the Notes (i) specified as such in the relevant Final Terms and (ii) having the status set out in Condition 4(a);

“Prospectus Regulation” means Regulation (EU) 2017/1129, as amended or replaced from time to time.

“Qualifying Non-Preferred Senior Notes” means, in respect of a Series of Non-Preferred Senior Notes, at any time, any securities issued by the Issuer that:

- (i) contain terms which comply with the then current requirements for “eligible liabilities” (or any equivalent or successor term) provided for in the Applicable MREL Regulations in relation to the relevant MREL Requirement(s) (which, for the avoidance of doubt, may result in the relevant securities not including, or restricting for a period of time the application of, one or more of the early redemption rights which are included in such Notes); and
- (ii) carry the same rate of interest from time to time applying to such Notes prior to the relevant substitution or variation pursuant to Condition 6(i); and
- (iii) have the same currency of payment, denomination, original principal amount and Outstanding Principal Amounts as such Notes prior to the relevant substitution or variation pursuant to Condition 6(i); and
- (iv) have the same Maturity Date and the same Interest Payment Dates as such Notes prior to the relevant substitution or variation pursuant to Condition 6(i); and
- (v) have at least the same ranking as such Notes prior to the relevant substitution or variation pursuant to Condition 6(i); and
- (vi) shall not, immediately following the relevant substitution or variation pursuant to Condition 6(i), be subject to a MREL Disqualification Event and/or a Tax Event; and
- (vii) have terms not prejudicial to the interests of the holders of such Notes compared to the terms of such Notes provided that the Issuer shall have delivered a certificate to that effect signed by two members of its Executive Management to the Issuing Agent (and copies thereof will be available at the Issuing Agent’s specified office during its normal business hours) not less than 5 Business Days prior to (x) in the case of a substitution of such Notes pursuant to Condition 6(i), the issue date of the relevant securities or (y) in the case of a variation of such Notes pursuant to Condition 6(i), the date such variation becomes effective; and
- (viii) if (A) such Notes were listed or admitted to trading on a Regulated Market immediately prior to the relevant substitution or variation, are listed or admitted to trading on a Regulated Market or (B) such Notes were listed or admitted to trading on a recognised stock exchange other than a Regulated Market immediately prior to the relevant substitution or variation, are listed or admitted to trading on any recognised stock exchange (including, without limitation, a Regulated Market), in either case as selected by the Issuer; and
- (ix) if one or more solicited credit ratings were assigned to such Notes immediately prior to the relevant substitution or variation pursuant to Condition 6(i), are assigned (or maintain) at least the same solicited credit rating(s) as were assigned to such Notes immediately prior to the relevant substitution or variation pursuant to Condition 6(i).

“Qualifying Preferred Senior Notes” means, in respect of a Series of Preferred Senior Notes, at any time, any securities issued by the Issuer that:

- (i) contain terms which comply with the then current requirements for “eligible liabilities” (or any equivalent or successor term) provided for in the Applicable MREL Regulations in relation to the relevant MREL Requirement(s) (which, for the avoidance of doubt, may result in the relevant securities not including, or restricting for a period of time the application of, one or more of the early redemption rights which are included in such Notes); and
- (ii) carry the same rate of interest from time to time applying to such Notes prior to the relevant substitution or variation pursuant to Condition 6(i); and
- (iii) have the same currency of payment, denomination, original principal amount and Outstanding Principal Amounts as such Notes prior to the relevant substitution or variation pursuant to Condition 6(i); and
- (iv) have the same Maturity Date and the same Interest Payment Dates as such Notes prior to the relevant substitution or variation pursuant to Condition 6(i); and
- (v) have at least the same ranking as such Notes prior to the relevant substitution or variation pursuant to Condition 6(i); and

- (vi) shall not, immediately following the relevant substitution or variation pursuant to Condition 6(i), be subject to a MREL Disqualification Event and/or a Tax Event; and
- (vii) have terms not prejudicial to the interests of the holders of such Notes compared to the terms of such Notes provided that the Issuer shall have delivered a certificate to that effect signed by two members of its Executive Management to the Issuing Agent (and copies thereof will be available at the Issuing Agent's specified office during its normal business hours) not less than 5 Business Days prior to (x) in the case of a substitution of such Notes pursuant to Condition 6(i), the issue date of the relevant securities or (y) in the case of a variation of such Notes pursuant to Condition 6(i), the date such variation becomes effective; and
- (viii) if (A) such Notes were listed or admitted to trading on a Regulated Market immediately prior to the relevant substitution or variation, are listed or admitted to trading on a Regulated Market or (B) such Notes were listed or admitted to trading on a recognised stock exchange other than a Regulated Market immediately prior to the relevant substitution or variation, are listed or admitted to trading on any recognised stock exchange (including, without limitation, a Regulated Market), in either case as selected by the Issuer; and
- (ix) if one or more solicited credit ratings were assigned to such Notes immediately prior to the relevant substitution or variation pursuant to Condition 6(i), are assigned (or maintain) at least the same solicited credit rating(s) as were assigned to such Notes immediately prior to the relevant substitution or variation pursuant to Condition 6(i);

“Rate of Interest” means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions in the relevant Final Terms and subject, at all times, if any such rate is below zero, that such rate will be deemed to be zero, unless otherwise stated in the relevant Final Terms.

“Reference Banks” means, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market and, in the case of a determination of CIBOR, the principal Danish office of four major banks in the Copenhagen inter-bank market and, in the case of a determination of NIBOR, the principal Oslo office of four major banks in the Oslo inter-bank market and, in the case of a determination of STIBOR, the principal Stockholm office of four major banks in the Stockholm inter-bank market, in each case selected by the Calculation Agent or as specified in the relevant Final Terms.

“Reference Bond” means, in relation to any Reset Period, a government security or securities issued by the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be Germany), as selected by the Issuer on the advice of an investment bank of international repute, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the Specified Currency and of a comparable maturity to such Reset Period.

“Reference Bond Quotation” means, in relation to a Reset Reference Bank and a Reset Determination Date, the arithmetic mean, as determined by the Calculation Agent, of the bid and offered yields for the relevant Reference Bond provided to the Calculation Agent by such Reset Reference Bank at approximately the Relevant Time on such Reset Determination Date.

“Reference Rate” means the rate specified as such in the relevant Final Terms, subject as provided in Condition 5(c)(v). The Reference Rate shall be any one of EURIBOR, NIBOR, STIBOR or CIBOR, subject as provided in Condition 5(c)(v).

“Regulated Market” means a regulated market for the purposes of Directive 2014/65/EU (as amended or replaced from time to time).

“Relevant Date” means, in relation to any payment, whichever is the later of (i) the date on which the payment in question first becomes due and (ii) if the full amount payable has not been received by the Issuing Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders in accordance with Condition 19.

“Relevant Nominating Body” means, in respect of an Original Reference Rate:

- (i) the central bank for the currency to which such Original Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of such Original Reference Rate; or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which such Original Reference Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of such Original Reference Rate, (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof.

“Relevant Regulator” means, in relation to the Issuer or the Group, as the case may be, the Danish Financial Supervisory Authority and any successor or replacement thereto, and/or such other authority having primary responsibility for the prudential oversight and supervision of the Issuer or the Group and/or the Relevant Resolution Authority, in any case as determined by the Issuer.

“Relevant Reset Margin” means, in respect of a Reset Period, whichever of the First Reset Margin or the Subsequent Reset Margin is applicable for the purpose of determining the Rate of Interest in respect of such Reset Period.

“Relevant Resolution Authority” means the resolution authority with the ability to exercise any Danish Statutory Loss Absorption Powers (or any other power under the BRRD) in relation to the Issuer and/or the Group.

“Relevant Screen Page” means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Final Terms, or such other page, section, caption, column or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of (as applicable) (i) displaying rates or prices comparable to the relevant Reference Rate or (ii) displaying rates or yields (as the case may be) for the relevant Reset Reference Rate.

“Relevant Time” has the meaning given in the relevant Final Terms.

“Reset Date” means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable).

“Reset Determination Date” means, in respect of a Reset Period, the date specified as such in the relevant Final Terms.

“Reset Period” means the First Reset Period or a Subsequent Reset Period, as the case may be.

“Reset Period Maturity Initial Mid-Swap Rate” has the meaning specified in the relevant Final Terms.

“Reset Reference Bank Rate” means, in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period, the rate (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) determined on the basis of the Reference Bond Quotations provided by the Reset Reference Banks to the Calculation Agent at the Relevant Time on such Reset Determination Date. If at least three such Reference Bond Quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean (rounded as aforesaid) of the Reference Bond Quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two Reference Bond Quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean (rounded as aforesaid) of the Reference Bond Quotations provided. If fewer than two Reference Bond Quotations are provided, the Reset Reference Bank Rate for the relevant Reset Interest Period will be (a) in the case of each Reset Period other than the First Reset Period, the Reset Reference Bank Rate in respect of the immediately preceding Reset Period or (b) in the case of the First Reset Period, the First Reset Period Fallback Yield.

“Reset Reference Banks” means:

- (i) if Mid-Swap Rate is specified as the Reset Reference Rate in the relevant Final Terms, the principal office in the principal financial centre of the Specified Currency of five major banks in the swap, money, securities or other market most closely connected with the relevant Reset Reference Rate; or

- (ii) if Reference Bond is specified as the Reset Reference Rate in the relevant Final Terms, the principal office in the principal financial centre of the Specified Currency of five major banks which are primary government securities dealers or market makers in pricing corporate bond issues denominated in the Specified Currency;

in each case, as selected by the Issuer in its discretion after consultation with the Calculation Agent.

“Reset Reference Rate” means, in relation to a Reset Determination Date and subject to Condition 5(b)(iii) and Condition 5(c)(v), if applicable:

- (i) if Mid-Swap Rate is specified in the relevant Final Terms:
 - (a) if Single Mid-Swap Rate is further specified in the relevant Final Terms, the rate for swaps in the Specified Currency:
 - (A) with a term equal to the relevant Reset Period; and
 - (B) commencing on the relevant Reset Date,which appears on the Relevant Screen Page; or
 - (b) if Mean Mid-Swap Rate is further specified in the relevant Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:
 - (A) with a term equal to the relevant Reset Period; and
 - (B) commencing on the relevant Reset Date,which appear on the Relevant Screen Page,

in either case, as at approximately the Relevant Time on such Reset Determination Date, all as determined by the Calculation Agent; or

- (ii) if Reference Bond is specified in the relevant Final Terms:
 - (a) if a Relevant Screen Page is specified in the relevant Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered yields of the relevant Reference Bond, as determined by the Calculation Agent by reference to the Relevant Screen Page at the Relevant Time on such Reset Determination Date; or
 - (b) if (i) a Relevant Screen Page is so specified and such rate does not appear on the Relevant Screen Page at such Relevant Time on such Reset Determination Date or (ii) a Relevant Screen Page is not so specified, the Reset Reference Bank Rate on such Reset Determination Date.

“Second Reset Date” means the date specified in the relevant Final Terms.

“Securities” means any securities including, without limitation, shares in the capital of the Issuer.

“Specified Currency” means the currency specified as such in the relevant Final Terms, or, if none is specified, the currency in which the Notes are denominated.

“Specified Denomination(s)” has the meaning given in the relevant Final Terms.

“STIBOR” means the Stockholm interbank offered rate.

“Subsequent Reset Date” means the date or dates specified in the relevant Final Terms.

“**Subsequent Reset Margin**” means the margin specified as such in the relevant Final Terms.

“**Subsequent Reset Period**” means the period from (and including) the Second Reset Date to (but excluding) the next Subsequent Reset Date, and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date or the Maturity Date (if any), as the case may be.

“**Subsequent Reset Rate of Interest**” means, in respect of any Subsequent Reset Period and, if applicable, subject to Condition 5(b)(iii) and Condition 5(b)(iv), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the relevant Subsequent Reset Margin.

“**Subsidiary**” means, in relation to any entity, any company which is for the time being a subsidiary within the meaning of Sections 5-7 of the Danish Companies Act.

“**Successor Reference Rate**” means the rate that the relevant Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

“**TARGET Business Day**” means a day on which the TARGET System is operating.

“**T2S Business Day**” means a day on which T2S is operating in respect of the currency of the Notes.

“**TARGET System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer System (known as TARGET or T2) which was launched on 19 November 2007 or any successor or replacement thereto.

“**Tax Event**” means, in respect of a Series of Notes:

- (i) as a result of any change in the laws, regulations or rulings of Denmark or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws, regulations or rulings which becomes effective on or after the date of issue of the last Tranche of such Notes, the Issuer receives an opinion of external counsel in Denmark that (A) it would be required to pay Additional Amounts as provided in Condition 8; or (B) to the extent a payment of interest under the Notes was tax deductible for the purposes of Danish tax prior to the relevant change, it will no longer be able to obtain a tax deduction for the purposes of Danish tax for any payment of interest under such Notes, in each case in respect of such Notes provided that such change in tax treatment of such Notes is material and was not reasonably foreseeable at the time of their issuance; and
- (ii) (in the case of (i)(A) only) such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

3. Form, Issue Date, denomination, currency, nominal amount, trades, transferability and title

(a) Form, Issue Date, currency, denomination, nominal amount and trades:

- (i) The VP Notes are in bearer form (in Danish: *ihændeoverpapirer*). The VPS Notes are in bearer form (in Norwegian: *ihendeoverobligasjoner*). The Notes are issued in uncertificated and dematerialised book-entry form through the Securities Depository.
- (ii) The Issue Date for each Tranche of Notes is specified in the relevant Final Terms.
- (iii) The Notes are denominated in the Specified Currency. The Aggregate Nominal Amount for each Tranche of Notes is specified in the relevant Final Terms. The Notes shall be registered in the Securities Depository in multiples corresponding to the Specified Denomination. The minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency. It may be specified in Specified Denominations in the relevant Final Terms that all trades in Notes as well as the initial subscription for Notes shall be in a certain minimum amount. In respect of Notes either (i) all trades in Notes as well as the initial subscription for Notes shall be in a minimum amount of €100,000 or (ii) the minimum specified denomination

of each Note will be €100,000 (or, in each case, if the Notes are denominated in a currency other than euro, the equivalent amount as of the relevant date of issue in such other currency).

- (iv) The Notes are Preferred Senior Notes or Non-Preferred Senior Notes.
- (v) The Notes are Fixed Rate Notes, Reset Notes, Floating Rate Notes, or a combination of any of the foregoing, depending upon the Interest Basis specified in the relevant Final Terms.

(b) Transferability and title:

- (i) The Notes are freely transferable but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes specified under “Specified Denomination(s)” in the relevant Final Terms, or under laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.
- (ii) Legal title to the Notes will pass by electronic registration in the book entry system and register maintained by the Securities Depository in accordance with the rules and procedures of the Securities Depository from time to time. A Noteholder shall (except as otherwise required by law) be treated as the absolute owner of the relevant Notes for all purposes and no person shall be liable for so treating such Noteholder. For the avoidance of doubt, if the Securities Depository is VPS, where a nominee is evidenced as the owner of a Note by a book entry in the records of the Securities Depository, it shall be treated by the Issuer as the holder of the relevant Note.
- (iii) If the Securities Depository is VP, the Issuer shall, if so specified in the relevant Final Terms, to the extent permitted under applicable regulations and the rules and procedures of VP from time to time, have access on demand to static data and ownership of the Noteholders registered in the securities register.
- (iv) The Issuer may use the information referred to in Condition 3(b)(iii) only for the purposes of carrying out its duties and exercising its rights in accordance with the Conditions and shall not disclose such information to any Noteholder.

(c) Noteholders’ rights

- (i) If a beneficial owner of a Note not being registered as a Noteholder wishes to exercise any rights under the Notes (including, but not limited to participating in Noteholders’ Meeting or a Written Procedure), it must obtain proof of ownership of the Notes, in a form acceptable to the chairman of the Noteholders’ Meeting (in case of a Noteholders’ Meeting) or the Issuer (in case of a Written Procedure).
- (ii) A Noteholder (whether registered as such or proven to the satisfaction of the chairman of the Noteholders’ Meeting or the Issuer, as applicable, to be the beneficial owner of the Note as set out in Condition 3(c)(i)) may issue one or more powers of attorney to third parties to represent it in relation to some or all of the Notes held or beneficially owned by such Noteholder. The chairman of the Noteholders’ Meeting or the Issuer, as applicable, 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 Condition 3(c) and may assume that it is in full force and effect, unless otherwise apparent from its face or the chairman of the Noteholders’ Meeting or the Issuer, as applicable, has actual knowledge to the contrary.

4. Status of the Notes

(a) Status of the Preferred Senior Notes: The Preferred Senior Notes constitute direct, unsecured and unsubordinated debt obligations of the Issuer and shall at all times rank:

- (i) *pari passu* without any preference among themselves;
- (ii) at least *pari passu* with all other outstanding senior, unsecured and unsubordinated obligations of the Issuer (save for obligations which may be preferred by law, including obligations benefitting

from a preferred ranking to the Preferred Senior Notes), present and future, without any preference by reason of priority of date of creation, currency of payment or otherwise as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and

- (iii) senior to any Non-Preferred Senior Obligations of the Issuer as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

- (b) **Status of the Non-Preferred Senior Notes:** The Non-Preferred Senior Notes on issue constitute Non-Preferred Senior Obligations of the Issuer.

The Non-Preferred Senior Notes constitute direct and unsecured debt obligations of the Issuer, and shall at all times rank:

- (i) *pari passu* without any preference among themselves;
- (ii) *pari passu* with any other obligations or instruments of the Issuer that rank or are expressed to rank *pari passu* with the Non-Preferred Senior Notes (including any other Non-Preferred Senior Obligations of the Issuer), in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;
- (iii) senior to holders of the Ordinary Shares and any other obligations or capital instruments of the Issuer that rank or are expressed to rank junior to the Non-Preferred Senior Notes, or any obligations pursuant to Section 98 of the Danish Bankruptcy Act, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and
- (iv) junior to present or future claims of (a) depositors of the Issuer and (b) unsubordinated creditors of the Issuer pursuant to Section 97 of the Danish Bankruptcy Act, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

- (c) **No right of set-off, netting or counterclaim:** No Noteholder, who shall be indebted to the Issuer, shall be entitled to exercise any right of set-off, netting or counterclaim against money owed by the Issuer in respect of the Notes held by such Noteholder.

To the extent that any Noteholder nevertheless claims a right of set-off, netting or counterclaim in respect of any such amount, whether by operation of law or otherwise, and irrespective of whether the set-off, netting or counterclaim is effective under any applicable law, if the Noteholder receives or recovers any sum or the benefit of any sum in respect of any Note by virtue of such set-off, netting or counterclaim, such Noteholder is required to immediately transfer to the Issuer an amount equal to the amount which purportedly has been set-off, netted or counterclaimed.

- (d) **Future issues:** The Issuer reserves the right in the future to issue other notes or instruments, with identical or other ranking than the Notes.

5. Interest and other calculations

- (a) **Interest on Fixed Rate Notes:**

- (i) *Application:* The provisions in this Condition 5(a) on Fixed Rate Notes shall only apply if the Fixed Rate Note Provisions are specified in the relevant Final Terms, as being applicable to one or more Interest Period(s).
- (ii) *Interest on Fixed Rate Notes:* Each Fixed Rate Note bears interest on its Outstanding Principal Amount from (and including) the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest

Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(f).

(b) Interest on Reset Notes:

- (i) *Application:* The provisions in this Condition 5(b) on Reset Notes shall only apply if the Reset Note Provisions are specified in the relevant Final Terms, as being applicable to one or more Interest Period(s).
- (ii) *Interest Payment Dates and Rate of Interest:* Each Reset Note bears interest on its Outstanding Principal Amount:
 - (a) from (and including) the Interest Commencement Date to (but excluding) the First Reset Date, at the Initial Rate of Interest;
 - (b) for the First Reset Period, at the First Reset Rate of Interest; and
 - (c) for each Subsequent Reset Period thereafter (if any), at the relevant Subsequent Reset Rate of Interest,

such interest being payable, in each case, in arrear on each Interest Payment Date.

The First Reset Rate of Interest and each Subsequent Reset Rate of Interest shall be determined by the Calculation Agent at or as soon as practicable after each time at which the relevant Rate of Interest is to be determined. The amount of interest payable shall be determined in accordance with Condition 5(f).

- (iii) *Fallbacks:* This Condition 5(b)(iii) is only applicable if the Reset Reference Rate is specified in the relevant Final Terms, as Mid-Swap Rate. If on any Reset Determination Date, the Relevant Screen Page is not available or the Reset Reference Rate does not appear on the Relevant Screen Page as of the Relevant Time on such Reset Determination Date, the Rate of Interest applicable to the Reset Notes in respect of each Interest Period falling in the relevant Reset Period will, subject as provided in Condition 5(c)(v), as applicable, be determined by the Calculation Agent on the following basis:
 - (a) the Calculation Agent shall request each of the Reset Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately the Relevant Time on the Reset Determination Date in question;
 - (b) if at least three of the Reset Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the arithmetic mean of the relevant quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest (or, in the event of equality, one of the lowest) and (B) the Relevant Reset Margin, all as determined by the Calculation Agent;
 - (c) if only two relevant quotations are provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the arithmetic mean of the relevant quotations provided and (B) the Relevant Reset Margin, all as determined by the Calculation Agent;
 - (d) if only one relevant quotation is provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the relevant quotation provided and (B) the Relevant Reset Margin, all as determined by the Calculation Agent; and
 - (e) if none of the Reset Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 5(b), the

First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) will be equal to the sum of (A) the Reset Reference Rate determined on the last preceding Reset Determination Date and (B) the Relevant Reset Margin or, in the case of the first Reset Determination Date, the First Reset Rate of Interest will be equal to the sum of:

- (A) if Initial Mid-Swap Rate Final Fallback is specified in the relevant Final Terms, as being applicable, (A) the Initial Mid-Swap Rate and (B) the Relevant Reset Margin;
- (B) if Reset Period Maturity Initial Mid-Swap Rate Final Fallback is specified in the relevant Final Terms, as being applicable, (A) the Reset Period Maturity Initial Mid-Swap Rate and (B) the Relevant Reset Margin; or
- (C) if Last Observable Mid-Swap Rate Final Fallback is specified in the relevant Final Terms, as being applicable, (A) the last observable rate for swaps in the Specified Currency with a term equal to the relevant Reset Period which appears on the Relevant Screen Page and (B) the Relevant Reset Margin,

all as determined by the Calculation Agent.

- (iv) *Reset Reference Rate Conversion*: This Condition 5(b)(iv) is only applicable if Reset Reference Rate Conversion is specified in the relevant Final Terms, as being applicable. The First Reset Rate of Interest and, if applicable, each Subsequent Reset Rate of Interest will be converted from the Original Reset Reference Rate Payment Basis specified in the relevant Final Terms, to a basis which matches the per annum frequency of Interest Payment Dates in respect of the relevant Notes (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it).

(c) Interest on Floating Rate Notes:

- (i) *Application*: The provisions in this Condition 5(c) on Floating Rate Notes shall only apply if the Floating Rate Note Provisions are specified in the relevant Final Terms, as being applicable to one or more Interest Period(s).
- (ii) *Interest Payment Dates and Rate of Interest*: Each Floating Rate Note bears interest on its Outstanding Principal Amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(f). Such Interest Payment Date(s) is/are either specified in the relevant Final Terms, as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are specified in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period specified in the relevant Final Terms, as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (iii) *Business Day Convention*: If any date referred to in the Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iv) *Rate of Interest for Floating Rate Notes:*

- (a) The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms, and the provisions below.

The Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time) in the case of EURIBOR, 11.00 a.m. (Copenhagen time) in the case of CIBOR, 12.00 noon (Oslo time) in the case of NIBOR or 11.00 a.m. (Stockholm time) in the case of STIBOR on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations;

- (b) if the Relevant Screen Page is not available or, if sub-paragraph (a)(A) applies and no such offered quotation appears on the Relevant Screen Page, or, if sub-paragraph (a)(B) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks or, if the Reference Rate is CIBOR, the principal Danish office of each of the Reference Banks or, if the Reference Rate is NIBOR, the principal Oslo office of each of the Reference Banks or, if the Reference Rate is STIBOR, the principal Stockholm office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if the Reference Rate is CIBOR, at approximately 11.00 a.m. (Copenhagen time) or, if the Reference Rate is NIBOR, at approximately 12.00 noon (Oslo time) or, if the Reference Rate is STIBOR, at approximately 11.00 a.m. (Stockholm time), on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and
- (c) if paragraph (b) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if the Reference Rate is CIBOR, at approximately 11.00 a.m. (Copenhagen time) or, if the Reference Rate is NIBOR, at approximately 12.00 noon (Oslo time) or, if the Reference Rate is STIBOR, at approximately 11.00 a.m. (Stockholm time), on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market or, if the Reference Rate is CIBOR, the Copenhagen inter-bank market or, if the Reference Rate is NIBOR, the Oslo inter-bank market or, if the Reference Rate is STIBOR, the Stockholm inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered

rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if the Reference Rate is CIBOR, at approximately 11.00 a.m. (Copenhagen time) or, if the Reference Rate is NIBOR, at approximately 12.00 noon (Oslo time) or, if the Reference Rate is STIBOR, at approximately 11.00 a.m. (Stockholm time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market or, if the Reference Rate is CIBOR, the Copenhagen inter-bank market or, if the Reference Rate is NIBOR, the Oslo inter-bank market or, if the Reference Rate is STIBOR, the Stockholm inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

- (v) *Reference Rate Replacement*: This Condition 5(c)(v) is applicable to the Notes only if (i) the Reset Note Provisions are specified in the relevant Final Terms, as being applicable and Mid-Swap Rate is specified in the relevant Final Terms, as the Reset Reference Rate, or (ii) the Floating Rate Note Provisions are specified in the relevant Final Terms and if Reference Rate Replacement is also specified in the relevant Final Terms.

If notwithstanding the provisions of Condition 5(b) or Condition 5(c), as applicable, the Calculation Agent (in consultation with the Issuer) determines that a Benchmark Event has occurred when any Rate of Interest (or any component part thereof) remains to be determined by reference to the Original Reference Rate, then the following provisions shall apply:

- (a) the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine:
- (A) a Successor Reference Rate; or
 - (B) if such Independent Adviser fails so to determine a Successor Reference Rate, an Alternative Reference Rate,

and, in each case, an Adjustment Spread (in any such case, acting in good faith and in a commercially reasonable manner) no later than the relevant IA Determination Cut-off Date, for the purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes for the relevant Interest Accrual Period or Reset Period (as applicable) and for all other future Interest Accrual Periods or Reset Periods (as applicable) (subject to the subsequent operation of this Condition 5(c)(v) during any other future Interest Accrual Period(s) or Reset Period(s) (as applicable));

- (b) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by the Issuer fails to determine a Successor Reference Rate or an Alternative Reference Rate (as applicable) prior to the relevant IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine:
- (A) a Successor Reference Rate; or
 - (B) if the Issuer fails so to determine a Successor Reference Rate, an Alternative Reference Rate,

and, in each case, an Adjustment Spread no later than the relevant Issuer Determination Cut-off Date, for the purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes for such next Interest Accrual Period or Reset Period (as applicable) and for all other future Interest Accrual Periods or Reset Periods (as applicable) (subject to the subsequent operation of this Condition 5(c)(v) during any other future Interest Accrual Period(s) or Reset Period(s) (as applicable)). Without prejudice to the definitions thereof, for the purposes of determining any Successor Reference Rate, any Alternative Reference Rate and/or any Adjustment Spread, the Issuer will take into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets;

- (c) if a Successor Reference Rate or, failing which, an Alternative Reference Rate (as applicable) is determined by the relevant Independent Adviser or the Issuer (as applicable) in accordance with this Condition 5(c)(v):
 - (A) such Successor Reference Rate or Alternative Reference Rate (as applicable) shall be the Original Reference Rate for all future Interest Accrual Periods or Reset Periods (as applicable) (subject to the subsequent operation of, and adjustment as provided in, this Condition 5(c)(v));
 - (B) if the relevant Independent Adviser or the Issuer (as applicable):
 - (x) determines an Adjustment Spread in relation to such Successor Reference Rate or Alternative Reference Rate (as applicable), then such Adjustment Spread shall be applied to such Successor Reference Rate or Alternative Reference Rate (as applicable) (subject to the subsequent operation of, and adjustment as provided in, this Condition 5(c)(v)); or
 - (y) is unable to determine an Adjustment Spread in relation to such Successor Reference Rate or Alternative Reference Rate (as applicable), then such Successor Reference Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread (subject to the subsequent operation of, and adjustment as provided in, this Condition 5(c)(v)); and
 - (C) the relevant Independent Adviser or the Issuer (as applicable) (acting in good faith and in a commercially reasonable manner) may in its discretion specify:
 - (x) changes to these Conditions in order to follow market practice in relation to such Successor Reference Rate or Alternative Reference Rate (as applicable), including, but not limited to (1) Business Centre(s), Business Day, Business Day Convention, Day Count Fraction, Interest Determination Date, Reset Determination Date, Relevant Time, Reference Banks, Reset Reference Banks and/or Relevant Screen Page applicable to the Notes and (2) the method for determining the fallback to the Rate of Interest (or relevant component part thereof) in relation to the Notes if such Successor Reference Rate or Alternative Reference Rate (as applicable) is not available; and
 - (y) any other changes which the relevant Independent Adviser or the Issuer (as applicable) determines are reasonably necessary to ensure the proper operation and comparability to the relevant Original Reference Rate of such Successor Reference Rate or Alternative Reference Rate (as applicable),

which changes shall apply to the Notes for all future Interest Accrual Periods or Reset Periods (as applicable) (subject to the subsequent operation of this Condition 5(c)(v)); and

- (d) promptly following the determination of (i) any Successor Reference Rate or Alternative Reference Rate (as applicable) and (ii) if applicable, any Adjustment Spread, the Issuer shall give notice thereof and of any changes (and the effective date thereof) pursuant to Condition 5(c)(v)(c)(C) to: (A) the Noteholders in accordance with Condition 19, (B) the Issuing Agent and (C) the Calculation Agent.

No consent of the Noteholders shall be required in connection with effecting the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) as described in this Condition 5(c)(v) or such other relevant changes pursuant to Condition 5(c)(v)(c)(C), including for the execution of any documents or the taking of other steps by the Issuer or any of the other parties to the relevant agency agreement.

For the avoidance of doubt, if a Successor Reference Rate or an Alternative Reference Rate is not determined pursuant to the operation of this Condition 5(c)(v) prior to the relevant Issuer Determination Cut-off Date, then the Rate of Interest (or component part thereof) for the next Interest Accrual Period or Reset Period (as applicable) shall be determined by reference to the fallback provisions of Condition 5(c)(iv)(b) (in the case of Floating Rate Notes) or Condition 5(b)(iii) (in the case of Reset Notes).

Notwithstanding any other provision of this Condition 5(c)(v):

- (a) no Successor Reference Rate or Alternative Reference Rate (as applicable) will be adopted, and no other amendments to the terms of the Notes will be made pursuant to this Condition 5(c)(v), if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the Notes as MREL Eligible Liabilities; and/or
- (b) no Successor Reference Rate or Alternative Reference Rate (as applicable) will be adopted, and no other amendments to the terms of the Notes will be made pursuant to this Condition 5(c)(v), if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to result in the Relevant Regulator treating the next Interest Payment Date (or any future Interest Payment Date) as the effective maturity of the Notes, rather than the relevant Maturity Date.

An Independent Adviser appointed pursuant to this Condition 5(c)(v) shall act in good faith and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Calculation Agent or the Noteholders for any determination made by the Independent Adviser or for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 5(c)(v).

- (d) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date.
- (e) **Margin:**
 - (i) If any Margin is specified in the relevant Final Terms, (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 5(c) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin subject always to the next paragraph.
 - (ii) For the purposes of any calculations required pursuant to the Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to

the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (up or down in accordance with the rules and procedures of the Securities Depository from time to time). For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.

- (f) **Calculations:** The Interest Amount payable in respect of any Note or a given multiple of Notes for any Interest Accrual Period shall be equal to the product of the relevant Rate of Interest, the Outstanding Principal Amount of such Note(s) and the Day Count Fraction for such Interest Accrual Period. Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.
- (g) **Determination and publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts and Optional Redemption Amounts:** The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period or, as applicable, for each Interest Accrual Period falling in the relevant Reset Period, calculate the Final Redemption Amount (if any), Early Redemption Amount or Optional Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the relevant Rate of Interest and the Interest Amounts for each Interest Accrual Period or, as applicable, for each Interest Accrual Period falling in the relevant Reset Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount (if any), Early Redemption Amount or Optional Redemption Amount to be notified to the Issuing Agent (where the Calculation Agent is not the Issuing Agent), the Issuer, the Paying Agent (where the Paying Agent is not the Calculation Agent), the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(c)(iii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) or, in the circumstances described in Condition 5(c)(v) the Independent Adviser or the Issuer (as applicable), shall (in the absence of manifest error) be final and binding upon all parties.
- (h) **Calculation Agent:** The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in the relevant Conditions and/or Final Terms, and for so long as any Note is outstanding. Where more than one Calculation Agent is appointed in respect of the Notes, references in the Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the relevant Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount (if any), Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

6. Redemption, purchase and options

- (a) **Final redemption:** Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount, together with accrued and unpaid interest (if any) thereon on the Maturity Date, subject as provided in Condition 7.
- (b) **Early Redemption Amount:** The Early Redemption Amount payable in respect of any Note, upon redemption of such Note pursuant to Condition 6(c), Condition 6(d) or Condition 6(e) shall be the Final Redemption Amount unless otherwise specified in the relevant Final Terms.
- (c) **Redemption upon the occurrence of a Tax Event:** Subject to the provisions of Condition 6(j), upon the occurrence of a Tax Event in relation to the Notes, the Issuer may, at its option, having given no less than 30 nor more than 60 days' notice in accordance with Condition 19 (which notice shall be irrevocable, subject to the Permission Withdrawal Early Redemption Restriction), redeem all (but not some only) of the Notes at their Early Redemption Amount, together with accrued and unpaid interest (if any) thereon at any time or, if the Notes are Floating Rate Notes, on an Interest Payment Date provided, however, that in the case of a Tax Event relating to a requirement to pay Additional Amounts, no such notice of redemption may be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay the relevant Additional Amounts were a payment in respect of the Notes then due.
- (d) **Redemption upon the occurrence of a MREL Disqualification Event:** Subject to the provisions of Condition 6(j), and if the relevant Final Terms, specifies that this Condition 6(d) applies, upon the occurrence of a MREL Disqualification Event in relation to the Notes, the Issuer may, at its option, having given no less than 30 nor more than 60 days' notice in accordance with Condition 19 (which notice shall be irrevocable, subject to the Permission Withdrawal Early Redemption Restriction), redeem all (but not some only) of the Notes at their Early Redemption Amount, together with accrued and unpaid interest (if any) thereon at any time or, if the Notes are Floating Rate Notes, on an Interest Payment Date.
- (e) **Redemption at the option of the Issuer:** If Call Option is specified as applicable in the relevant Final Terms, the Issuer may (subject to Condition 6(j)), on giving not less than 15 nor more than 30 days' notice in accordance with Condition 19 (which notice shall be irrevocable, subject to the Permission Withdrawal Early Redemption Restriction) (or such other notice period as may be specified in the relevant Final Terms), redeem the Notes in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount specified in the relevant Final Terms, (which may be their Early Redemption Amount (as described in Condition 6(b) above)) together with interest accrued and unpaid (if any) to the date fixed for redemption.

All Notes shall be redeemed on the date specified in such notice in accordance with this Condition.

If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount shall in no event be greater than the maximum or be less than the minimum so specified.

- (f) **Redemption at the option of the Issuer (Clean-up Call):** If (i) the Clean-up Call Option is specified as applicable in the relevant Final Terms and (ii) at any time, the outstanding aggregate nominal amount of the Notes of the relevant Series is 20 per cent. (or such other amount as may be specified as the Clean-up Call Threshold in the relevant Final Terms) or less of the aggregate nominal amount of the Notes of such Series originally issued (and, for these purposes, any further Notes issued pursuant to Condition 18 and consolidated with the Notes as part of the same Series shall be deemed to have been originally issued), subject to the provisions of Condition 6(j), the Issuer may, at its option, having given no less than 30 nor more than 60 days' notice to the Noteholders of such Notes in accordance with Condition 19 (which notice shall be irrevocable, subject to the Permission Withdrawal Early Redemption Restriction), redeem all (but not some only) of such outstanding Notes comprising the relevant Series at their Outstanding Principal Amounts, together with accrued interest (if any) thereon.

For the avoidance of doubt, the calculation described in this Condition 6(f) shall not take into account any adjustment to the Outstanding Principal Amounts in accordance with sub-paragraph (ii) of the definition of Outstanding Principal Amount.

- (g) **Purchases:** The Issuer and any Subsidiary of the Issuer may at any time (but subject to Condition 6(j)) purchase Notes in the open market or otherwise at any price. The Notes so purchased, while held by or on behalf of the Issuer or any such Subsidiary, shall not entitle the relevant Noteholder(s) to vote at any meetings of Noteholders and shall not be deemed to be outstanding for the purposes of determining a quorum at any meeting of Noteholders or for the purposes of Condition 12.
- (h) **Cancellation:** All Notes purchased by or on behalf of the Issuer may (but subject to Condition 6(j)) be cancelled by the Issuer when the Issuer holds the title to them. The Notes are cancelled in the records of the Securities Depository so that the cancelled Notes cannot be reissued or resold, and subsequently the Issuer has no obligations pertaining to the cancelled Notes. The outstanding amount of Notes will be updated in the records of the Securities Depository.
- (i) **Substitution and variation:**
- (i) Subject to having given no less than 30 nor more than 60 days' notice (which notice shall be irrevocable) to the Noteholders in accordance with Condition 19 and to the Issuing Agent, if a MREL Disqualification Event and/or a Tax Event in relation to the Notes has/have occurred and is/are continuing, the Issuer may (subject to Condition 6(j)) and if the relevant Final Terms, specifies that this Condition 6(i) applies, at its option, substitute all (but not some only) of the Notes or vary the terms of all (but not some only) of the Notes, without any requirement for the consent or approval of the Noteholders, so that they become or remain (in the case of Preferred Senior Notes) Qualifying Preferred Senior Notes or (in the case of Non-Preferred Senior Notes) Qualifying Non-Preferred Senior Notes.
- (ii) Any such notice shall specify the relevant details of the manner in which such substitution or variation shall take effect and where the Noteholders can inspect or obtain copies of the new terms and conditions of the Qualifying Preferred Senior Notes or Qualifying Non-Preferred Senior Notes, as the case may be. Such substitution or variation will be effected without any cost or charge to the Noteholders.
- (j) **Conditions to redemption etc. prior to the Maturity Date:**
- (i) The Notes may only be redeemed, purchased, cancelled, modified, substituted or varied (as applicable) pursuant to Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f), Condition 6(g) Condition 6(h), Condition 6(i), Condition 12, Condition 14 or paragraph (iii) of Condition 17 if:
- (A) in the case of any such variation or modification not covered by Condition 6(j)(i)(B) below, the Issuer has notified the Relevant Regulator of, and the Relevant Regulator has not objected to, such variation or modification (as applicable);
- (B) in the case of any such (i) variation or modification which, in the reasonable opinion of the Issuer, would lead to material changes that would affect the relevant eligibility criteria of the Notes in the Applicable MREL Regulations; or (ii) in the case of any such redemption, substitution, purchase or cancellation, the Issuer has notified the Relevant Regulator of, and the Relevant Regulator has given permission to, such variation, modification, redemption, substitution, purchase or cancellation (as applicable) in accordance with the CRD/CRR requirements (which, as at 30 August 2023, are set out in Articles 77 and 78a of the CRR and any regulatory technical standards adopted by the Commission in relation thereto); and
- (C) in the case of a redemption as a result of a Tax Event or a MREL Disqualification Event, the Issuer has delivered a certificate signed by two members of its Executive Management to the Issuing Agent (and copies thereof will be available at the Issuing Agent's specified office during its normal business hours) not less than five Business Days prior to the date set for redemption that such event has occurred or will occur no more than 90 days following the date fixed for redemption, as the case may be.

- (ii) If applicable to the Notes, if, after a notice of redemption has been given pursuant to Condition 6(c), Condition 6(d), Condition 6(e) or Condition 6(f) (as applicable), the Relevant Regulator withdraws its permission to the relevant redemption before the relevant redemption date, such notice of redemption shall automatically be revoked and the relevant redemption shall not be made until a new redemption notice is given and all conditions for redemption as described in this Condition 6(j) have been fulfilled. The redemption restriction described in this paragraph is referred to as the “**Permission Withdrawal Early Redemption Restriction**”.

Any refusal by the Relevant Regulator to grant its permission to any such modification, variation, redemption, substitution purchase or cancellation (as applicable) pursuant to paragraph (i)(B) of this Condition 6(j) (or, as the case may be, any withdrawal by the Relevant Regulator) of any such permission) will not constitute an Enforcement Event or an event of default under the relevant Notes.

7. **Payments**

- (a) **Principal and interest:** Payments of principal and interest in respect of the Notes will be made by transfer to an account denominated in the Specified Currency with a custody bank to the Noteholders shown in the relevant records of the Securities Depository, in accordance with, and subject to, the rules and regulations from time to time governing the Securities Depository.
- (b) **Payments subject to fiscal laws:** All payments are subject in all cases to any fiscal or other laws, regulations and directives which are applicable to such payments in the place of payment or other laws to which the Issuer agrees to be subject and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by any such laws, regulations or directives, but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders in respect of such payments.
- (c) **Payment on Business Days (and T2S Business Days, as the case may be):** If any date for payment in respect of any Note is not a Business Day (and, in case the Notes are settled on T2S, a T2S Business Day), the Noteholder shall not be entitled to payment until the next following Business Day (which, in case the Notes are settled on T2S, is also a T2S Business Day) nor to any interest or other sum in respect of such postponed payment.

8. **Taxation**

- (a) **Gross up:** All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Denmark or any political subdivision or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, in the case of a payment of interest only, the Issuer shall pay such additional amounts (“**Additional Amounts**”) as shall result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note:
 - (i) **Other connection:** to, or to a third party on behalf of, a Noteholder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of their having some connection with Denmark other than the mere holding of the Note or the receipt of principal, interest or other amount in respect of such Note; or
 - (ii) **Claim more than 30 days after the Relevant Date:** where a claim for payment is made by the Noteholder more than 30 days after the Relevant Date, except to the extent that the relevant Noteholder would have been entitled to such additional amounts on claiming payment on or before the expiry of such period of 30 days.
- (b) **Taxing jurisdiction:** If the Issuer becomes subject at any time to any taxing jurisdiction other than Denmark, references in the Conditions to Denmark shall be construed as references to Denmark and/or such other jurisdiction.

- (c) **FATCA:** Notwithstanding any other provision of the Conditions, in no event will the Issuer be required to pay any additional amounts in respect of the Notes for, or on account of, any withholding or deduction required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “Code”) or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereunder.

9. Prescription

Claims against the Issuer for payment in respect of the Notes shall be subject to limitation under the Danish Limitation Act and shall become void unless proceedings have been commenced or the limitation period has otherwise been suspended or interrupted pursuant to the rules of the Danish Limitation Act within ten (10) years (in the case of principal) or three years (3) (in the case of interest) from the date when the creditor was entitled to claim payment within the meaning of Section 2 of the Danish Limitation Act.

10. Enforcement Events

- (a) There are no events of default in respect of the Notes. Noteholders shall not be entitled at any time to file for bankruptcy or liquidation of the Issuer.
- (i) If an order is made or an effective resolution is passed for the bankruptcy or liquidation of the Issuer (an “**Enforcement Event**”), any Noteholder may prove or claim in such proceedings in respect of the Notes, such claim being for payment of the Early Redemption Amount of the Notes at the time of commencement of such bankruptcy or liquidation of the Issuer together with any interest accrued and unpaid on such Note from (and including) the Interest Payment Date immediately preceding the occurrence of such Enforcement Event and any other amounts payable on the Notes (including any damages payable in respect thereof). Such claim shall rank as provided in Condition 4.
- (ii) Subject to Condition 10(a) and without prejudice to Condition 10(a)(i), any Noteholder may, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition or provision binding on the Issuer under the Notes, provided that the Issuer shall not by virtue of the institution of any proceedings be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.
- (b) For the avoidance of doubt, no other events than those set out in this Condition 10 shall constitute an Enforcement Event in relation to the Notes. Accordingly, resolution (in Danish: *afvikling*) within the meaning of the Danish Recovery and Resolution Act, or suspension of payment and/or delivery obligations (moratorium) pursuant to section 4a of the Danish Recovery and Resolution Act, in each case in respect of the Issuer and/or the Notes, as the case may be, shall not constitute an Enforcement Event in relation to the Notes.

11. Agents

- (a) **Appointment of Agents:** The Issuer may at any time appoint an Issuing Agent if not already appointed under these Conditions. In addition to performing the tasks as the issuing agent, the Issuing Agent will perform the tasks of the paying agent (“**Paying Agent**”), which is paying any amount due under the Notes in accordance with the Conditions. Unless the Calculation Agent is the Issuing Agent, the Calculation Agent in respect of any Notes shall be specified in the relevant Final Terms.

The Issuing Agent, the Paying Agent and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder.

- (b) **Replacement of Agents:** The Issuer reserves the right at any time to vary or terminate the appointment of the Issuing Agent, the Paying Agent or the Calculation Agent and to appoint additional or other paying agents provided that the Issuer shall at all times maintain (i) an Issuing Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Paying Agent, which is authorised to act as an account holding institution with the Securities Depository and (iv) such other agents as may be required by any other stock exchange on which the Notes may be listed.

Notice of any such change shall promptly be given to the Noteholders.

12. Decisions by Noteholders

(a) Powers of Noteholders' Meeting and Written Procedure:

- (i) A Noteholders' Meeting or a Written Procedure shall, subject to the Conditions, have power to:
 - (A) sanction any proposal by the Issuer for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Noteholders against the Issuer, whether or not those rights arise under the Notes;
 - (B) sanction the exchange or substitution for the Notes of, or the conversion of the Notes into, shares, notes or other obligations or securities of the Issuer or any other entity;
 - (C) assent to any modification of the Notes or the Conditions proposed by the Issuer;
 - (D) authorise anyone to concur in and do anything necessary to carry out and give effect to a resolution taken at a Noteholders' Meeting or a Written Procedure;
 - (E) appoint and elect a representative on behalf of the Noteholders, which, if the Securities Depository is VP, shall be pursuant to the Danish Capital Markets Act;
 - (F) appoint any persons (whether Noteholders or not) as a committee or committees to represent the Noteholders' interests and to confer on them any powers or discretions which the Noteholders could themselves exercise at a Noteholders' Meeting or a Written Procedure; and
 - (G) approve the substitution of any entity for the Issuer (or any previous substitute) as principal debtor under the Notes or the Conditions.
- (ii) Decisions to be taken by the Noteholders may be dealt with, at the option of the Issuer, at a Noteholders' Meeting or by way of a Written Procedure.
- (iii) A Noteholders' Meeting will be held in accordance with the procedure pursuant to Condition 13.
- (iv) A Written Procedure will be held in accordance with the procedure pursuant to Condition 14.

(b) Voting rights:

- (i) Each Noteholder holds one vote for each Note. The Issuer has no voting rights in respect of Notes held by the Issuer or any of its Subsidiaries.
- (ii) Only a person who is, or who has been provided with a power of attorney from a person who is, able to document its holdings of Notes by:
 - (A) presenting a custody account statement from the Securities Depository or an authorised institution that is not more than three Business Days old (where the three Business Days shall be counted from the date of the submission of the vote at the Noteholders' Meeting or Written Procedure, as the case may be, or power of attorney authorising a person to vote); or
 - (B) providing other proof of holding which, in the case of a Noteholders' Meeting is satisfactory to the chairman of the Noteholders' Meeting or in the case of a Written Procedure is satisfactory to the Issuer;

may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure.

- (iii) For the purposes of this Condition 12(b), a beneficial owner of a Note that has a Note registered in the name of a nominee will, in accordance with Condition 3(c), be deemed to be the owner of the Note rather than the nominee. No vote may be exercised at Noteholders' Meeting or in a Written Procedure by any nominee if the beneficial owner of the Note has presented relevant evidence to the chairman of the Noteholders' Meeting (in case of a Noteholders' Meeting) or the Issuer (in case of a Written Procedure) pursuant to Condition 3(c) stating that it is the beneficial owner of the Notes voted for. If such owner of the Notes has voted directly for any of its nominee registered Notes, the owner of the Notes votes shall take precedence over votes submitted by the nominee for the same Notes.

(c) Percentage of Noteholders required to consent:

- (i) The following matters shall require the consent of Noteholders representing at least 75 per cent. of the nominal amount of the Notes for the time being outstanding for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Condition 14(a):
 - (A) a change to the terms of any provision of Condition 4;
 - (B) a reduction of the amount payable upon the redemption or repurchase of any Note pursuant to Condition 6 other than as permitted or required by the Conditions;
 - (C) a change to the interest rate or the nominal amount of the Notes (other than as permitted or required by the Conditions);
 - (D) a change to the terms dealing with the requirements for Noteholders' consent set out in this Condition 12(c)(i);
 - (E) a change of Issuer (other than as permitted or required by the Conditions), an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
 - (F) a mandatory exchange of the Notes for other securities (other than as permitted by the Conditions); and
 - (G) early redemption of the Notes as permitted or required by the Conditions.
- (ii) Any matter not covered by Condition 12(c)(i) above shall require the consent of Noteholders representing more than 50 per cent. of the Outstanding Principal Amounts of the Notes for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure.

(d) Quorum:

- (i) A quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least 50 per cent. of the Outstanding Principal Amounts of the Notes in case of a matter pursuant to Condition 12(c)(i), and otherwise 20 per cent. of the Outstanding Principal Amounts of the Notes for the time being outstanding:
 - (A) if at a Noteholders' Meeting, attend the meeting in person or in case the Noteholders' Meeting is held by conference call or by use of a videoconference platform, by telephone or video conference (or appear through duly authorised representatives); or
 - (B) if in respect of a Written Procedure, reply to the request.
- (ii) Notes held by the Issuer or any of its Subsidiaries shall not be taken into account when determining whether the required quorum has been met according to Condition 12(d)(i) or Condition 15(b).

- (iii) No resolution may be passed if it is clear that that resolution is likely to give certain Noteholders or others an undue advantage over other Noteholders.
- (e) **Issuer's, Paying Agent's, Issuing Agent's or the Calculation Agent's consent required:** Any decision which extends or increases the obligations of the Issuer, the Issuing Agent, the Paying Agent or the Calculation Agent or limits, reduces or extinguishes the rights or benefits of the Issuer, the Issuing Agent, the Paying Agent or the Calculation Agent under the Conditions shall be subject to the Issuer's, the Issuing Agent's, the Paying Agent's or the Calculation Agent's consent, as the case may be.
- (f) **Decisions binding on all Noteholders and information to Noteholders:**
 - (i) A matter decided at a duly convened and held Noteholders' Meeting or by way of Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure. The Noteholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Noteholders.
 - (ii) Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be notified to the Noteholders, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer.
- (g) **Minutes:** Minutes shall be made of all resolutions and proceedings at every Noteholders' Meeting or Written Procedure and, if purporting to be signed by the chairman of that meeting or of the next succeeding meeting, shall be conclusive evidence of the matters in them. Until the contrary is proved, every meeting for which minutes have been so made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

13. Noteholders' Meeting

- (a) **Attendance at a Noteholder's Meeting:**
 - (i) The following may attend and speak at a Noteholders' Meeting:
 - (A) Noteholders and proxies;
 - (B) any beneficial owners of the Notes having presented relevant evidence to the chairman of the Noteholders' Meeting pursuant to Condition 3(c);
 - (C) any representative of the Noteholders appointed pursuant to Condition 12(a)(i)(E);
 - (D) the chairman; and
 - (E) the Issuer and the Issuing Agent (through their respective representatives) and their respective financial and legal advisers.

No one else may attend or speak.
- (b) **Chairman of the Noteholders' Meeting:**
 - (i) The chairman of the Noteholders' Meeting shall be such person as the Issuer may nominate or, if no nomination is made, the person elected by the Noteholders present at such meeting.
 - (ii) If the Securities Depository is VP, the Issuer shall upon request provide the chairman of the Noteholders' Meeting with the information available in the securities register kept by VP in respect of the Notes in order to convene and hold the Noteholders' Meeting.
- (c) **Convening a Noteholders' Meeting:**

- (i) The Issuer may at any time, and shall, if so requested by one or more Noteholders representing at least 10 per cent. of the Outstanding Principal Amounts of the Notes convene a Noteholders' Meeting or initiate a Written Procedure. The Issuer may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the Noteholders and such person has informed the Issuer that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
 - (ii) The Issuer shall call the Noteholders by notice to each Noteholders' Meeting no later than 14 days after having received request to convene such Noteholders' Meeting from the Noteholders containing the subject of such meeting. If the Issuer does not call the Noteholders' Meeting within the deadline, the Noteholders shall be entitled to call the Noteholders' Meeting. The notice to convene a Noteholders' Meeting shall be sent to each such person who is registered as a Noteholder on the date on which the notice is sent.
- (d) **Notice to convene a Noteholders' Meeting:** The notice pursuant to Condition 13(a) shall include the following:
- (i) time for the Noteholders' Meeting, which must be at least 5 days, but not more than 30 days after the notice to the Noteholders;
 - (ii) place for the Noteholders' Meeting (including by way of conference call or by use of a videoconference platform);
 - (iii) a specification of the Business Day(s) on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights;
 - (iv) agenda for the meeting (including each request for a decision by the Noteholders); and
 - (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Noteholders' Meeting.

Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.

- (e) **Venue for Noteholders' Meetings:** All Noteholders' Meetings shall be held in the Copenhagen area or by way of conference call or by use of a videoconference platform and the Issuer shall pay expenses associated with the meeting other than travel and other expenses incurred by the Noteholders which shall be borne by each individual Noteholder.

14. Written Procedure

- (a) **Instigating a Written Procedure:**
 - (i) The Issuer may instigate a Written Procedure at any time by sending a communication to each such person who is registered as a Noteholder on the date on which the communication is sent.
 - (ii) A communication pursuant to Condition 14(a)(i) shall include the following:
 - (A) each request for a decision by the Noteholders;
 - (B) a description of the reasons for each request;
 - (C) a specification of the Business Day(s) on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights;
 - (D) instructions and directions on replying to the request (including a form for such reply containing an option to vote yes or no for each request) as well as a form of power of attorney; and

- (E) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least eight Business Days from the communication pursuant to Condition 14(a)(i)).

If the voting shall be made electronically, instructions for such voting shall be included in the communication.

- (b) **Decisions:** When the requisite majority consents of the principal amount of the Notes outstanding pursuant to Condition 12(c) have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Condition 12(c) even if the time period for replies in the Written Procedure has not yet expired.

15. Repeated Noteholders' Meeting or Written Procedure

(a) Convening a repeated Noteholders' Meeting or Written Procedure:

- (i) Even if the necessary quorum set out in Condition 12(d) is not achieved, the Noteholders' Meeting or Written Procedure, as applicable, shall be held and voting completed for the purpose of recording the voting results in the minutes of the Noteholders' Meeting or Written Procedure, as applicable. The Issuer or the person who convened the initial Noteholders' Meeting or Written Procedure, as applicable, may, within 10 Business Days of that Noteholders' Meeting or Written Procedure, as applicable, convene a repeated Noteholders' Meeting or Written Procedure, with the same agenda as the first Noteholders' Meeting or Written Procedure, as applicable.
- (ii) The provisions and procedures regarding a Noteholders' Meetings and a Written Procedure, as set out, as applicable, in Conditions 12, 13 and 14 shall apply mutatis mutandis to a repeated Noteholders' Meeting or Written Procedure, with the exception of the quorum requirements set out in Condition 12(d). A notice to convene for a repeated Noteholders' Meeting or Written Procedure, as applicable, shall also contain the voting results obtained in the initial Noteholders' Meeting or Written Procedure, as applicable.
- (iii) A repeated Noteholders' Meeting or Written Procedure, as applicable, may only be convened once for each initial Noteholders' Meeting or Written Procedure, as applicable. A repeated Noteholders' Meeting or Written Procedure, as applicable, may be convened pursuant to the procedures of a Written Procedure in accordance with Condition 14, even if the initial meeting was held pursuant to the procedures of a Noteholders' Meeting in accordance with Condition 13 and vice versa.

- (b) **Quorum at a repeated Noteholders' Meeting or Written Procedure:** The quorum at any such repeated Noteholder's Meeting or Written Procedure, as applicable, is one or more persons being or representing Noteholders whatever the principal amount of the Notes so held or represented, unless the business of such meeting includes consideration of a matter pursuant to Condition 12(c)(i), in which case the quorum shall be one or more persons holding Notes or representing Noteholders holding Notes in principal amount of not less than 33 1/3 per cent. of the Outstanding Principal Amounts of the Notes.

16. Representative

Save to the extent referred to in Condition 12(a)(i)(E), no trustee, agent or representative of the Noteholders will be appointed.

17. Modification of Notes

The Issuer may make, without the consent of the Noteholders:

- (i) any change to the Notes or the Conditions as provided for in Condition 5(c)(v);
- (ii) any modification to the Notes or the Conditions to correct a manifest error; or

- (iii) any modification to the Notes or the Conditions which is not prejudicial to the interests of the Noteholders, subject to Condition 6(j).

Subject as provided in the Conditions, no other change or modification may be made to the Notes or the Conditions except with the consent of the Issuer and sanction of a Noteholders' Meeting or a Written Procedure or as may be required by applicable laws or a court ruling or decision by a relevant authority.

Any such change or modification shall be binding on the Noteholders and any such change or modification shall be notified to the Noteholders in accordance with Condition 19 as soon as practicable thereafter.

18. Further issues

The Issuer may from time to time without the consent of the Noteholders create and issue further notes having the same terms and conditions as the Notes (or in all respect except for the first payment of interest, if any, on them and/or the issue date or the issue price thereof) and so that the same shall be consolidated and form a single series with such Notes, and references in the Conditions to "Notes" shall be construed accordingly.

19. Notices

Notices to the Noteholders shall be given (i) in accordance with the procedures of the Securities Depository in force from time to time and/or (ii) in a manner which complies with the rules of any stock exchange or other relevant authority on or by which the Notes are for the time being listed and/or admitted to trading. Any such notice will be deemed to have been given on the first date it is published in accordance with (A) the procedures of the Securities Depository or (B) the rules of any stock exchange or other relevant authority on or by which the Notes are for the time being listed and/or admitted to trading.

20. Waiver and remedies

No failure to exercise, and no delay in exercising, on the part of a Noteholder, any right in the Conditions shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

21. Governing law, jurisdiction and recognition of write-down or conversion powers

- (a) **Governing law:** Save as provided in the sentence that follows, the Conditions and the Notes are governed by, and shall be construed in accordance with, Danish law. If the Securities Depository is VPS, Conditions 3(a), 3(b) and 19 are governed by, and shall be construed in accordance with, Norwegian law.
- (b) **Jurisdiction:** The courts of Denmark shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Conditions and the Notes.
- (c) **Recognition of write-down or conversion powers:** For the avoidance of doubts, by its acquisition of the Notes, each Noteholder acknowledges and accepts that any liability arising under the Notes may be subject to (without limitation) the exercise of any Danish Statutory Loss Absorption Powers (including, for the avoidance of doubt, in accordance with Article 48 of the BRRD). Upon the Issuer being informed and notified by the Relevant Resolution Authority of the actual exercise of any Danish Statutory Loss Absorption Powers with respect to the Notes, the Issuer shall notify the Noteholders without delay in accordance with Condition 19. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Danish Statutory Loss Absorption Powers.

FORM OF FINAL TERMS

The form of Final Terms that will be issued in respect of each Tranche of Notes, subject only to the deletion of non-applicable provisions, is set out below:

[MiFID II product governance / Professional investors and eligible counterparties only target market

Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/54/EU (as amended) ("**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration [the/each] manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[MiFID II product governance / Retail investors, professional investors and eligible counterparties target market

Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/54/EU (as amended) ("**MiFID II**"); EITHER [(ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] OR [(ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – investment advice[,/and] portfolio management[,/ and][non-advised sales][and pure execution services][, subject to the distributor's (as defined below) suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration [the/each] manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable.]

[UK MiFIR product governance / Professional investors and eligible counterparties only target market

Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Details of any negative target market to be included if applicable*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[UK MiFIR product governance / Retail investors, professional investors and eligible counterparties target market

Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"), and eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; **EITHER** [and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] **OR** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][non-advised sales][and pure execution services][, subject to the distributor's (as defined below) suitability and appropriateness obligations under COBS, as applicable]].

[Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels[, subject to the distributor’s suitability and appropriateness obligations under COBS, as applicable.]

[Prohibition of Sales to EEA Retail Investors

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation (as defined below). Consequently no key information document required by Regulation (EU) No. 1286/2014 (as amended) (the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[Prohibition of Sales to United Kingdom Retail Investors

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended) (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation (as defined below) as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.]

[Amounts payable under the Notes will be calculated by reference to [*specify benchmark (as this term is defined in the EU Benchmarks Regulation)*] which is provided by [*legal name of the benchmark administrator*]. As at the date of these Final Terms, [*legal name of the benchmark administrator*] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) 2016/1011.

[As far as the Issuer is aware, [*specify benchmark (as this term is defined in the EU Benchmarks Regulation)*] [does not fall within the scope of Regulation (EU) 2016/1011 by virtue of Article 2 of that regulation/the transitional provisions in Article 51 of Regulation (EU) 2016/1011 apply] such that [*legal name of the benchmark administrator*] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]

Final Terms dated [●]

Aktieselskabet Arbejdernes Landsbank

Legal entity identifier (LEI): 549300D6BJ7XOO03RR69

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] under the
DKK 11,000,000,000 Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated [●] 2023 [and the supplement[s] to the Prospectus dated [●][and [●]]] which [together] constitute[s] a base prospectus (the

“Prospectus”) for the purposes of Regulation (EU) 2017/1129 (the “Prospectus Regulation”). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with such Prospectus in order to obtain all the relevant information. The Prospectus has been published on the website of the Issuer, at <https://www.al-bank.dk/om-banken/ir/gaeld-og-fundingstrategi>.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date]

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Prospectus dated 15 June 2022 which are incorporated by reference in the Prospectus dated [●] 2023. This document constitutes the Final Terms of the Notes described herein for the purposes of Regulation (EU) 2017/1129 as amended (the “Prospectus Regulation”) and must be read in conjunction with the Prospectus dated [●] 2023 [and the supplement[s] to it dated [●] [and [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the “Prospectus”), including the Conditions incorporated by reference in the Prospectus, in order to obtain all the relevant information. The Prospectus has been published on the website of the Issuer, at [●].]

- | | |
|--|---|
| 1. Issuer: | Aktieselskabet Arbejdernes Landsbank |
| 2. Series/Tranche | |
| (i) Series Number: | [●] |
| (ii) Tranche Number: | [●] |
| (iii) Date on which the Notes become fungible: | [Not Applicable/The Notes shall be consolidated and form a single Series with the <i>[insert amount, interest rate, maturity date and issue date of the Series]</i> |
| 3. Status of the Notes | [Preferred Senior Notes]/[Non-Preferred Senior Notes] |
| 4. Specified Currency: | [●] |
| 5. Aggregate Nominal Amount: | [●] |
| (i) Series: | [●] |
| (ii) Tranche: | [●] |
| 6. Issue Price: | [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (if applicable)] |

- 7. Specified Denomination(s):** [●]
- [All trades in Notes as well as the initial subscription shall be in a minimum amount of [currency][amount]. A Noteholder who, as a result of trading such amounts, holds an amount which is less than [currency][amount] in its account with the relevant Securities Depository will not be able to sell the remainder of such holding without first purchasing a principal amount of the Notes at or in excess of [currency][amount] such that its holding amounts to [currency][amount] or above.]
- (N.B Either (i) all trades in Notes as well as the initial subscription for Notes shall be in a minimum amount of €100,000 or (ii) the minimum specified denomination of each Note will be €100,000 (or, in each case, if the Notes are denominated in a currency other than euro, the equivalent amount as of the relevant date of issue in such other currency.) VPS Notes shall have a minimum specified denomination of €100,000 per Note (or equivalent in any other currency).*
- 8. Issue Date:** [●]
- (i) Interest Commencement Date: [Specify/Issue Date/Not Applicable]
- 9. Maturity Date:** [specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]
- 10. Interest Basis:** [[●] per cent. Fixed Rate]
[[specify reference rate] +/- [●] per cent. Floating Rate]
[Reset Notes]
(further particulars specified below)
- 11. Redemption Basis:** Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at their Final Redemption Amount
- 12. Change of Interest Basis:** [Not Applicable/cross refer to paragraphs [[15] and/or [16]] if details are included there]
- 13. Call Option:** [Call Option/ Clean-up Call Option /Not Applicable]
[(see paragraph[s] 18/19 below)]
- 14. [Date of [Board of Directors] approval for issuance of Notes obtained:** [●]
(N.B. Only relevant where Board of Directors (or similar) authorisation is required for the particular tranche of Notes)]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 15. Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [●] per cent. per annum payable in arrear on each Interest Payment Date
- (ii) Interest Payment Date(s): [●] [and [●]] in each year, commencing on [●], up to and including the Maturity Date

(iii) Day Count Fraction: [Actual/Actual – ISDA]
 [Actual/Actual – ICMA]
 [Actual/365 (Fixed)]
 [Actual/360]
 [30/360][360/360][Bond Basis]
 [30E/360][Eurobond Basis]
 [30E/360 (ISDA)]

(iv) Determination Dates: [[●] in each year/Not Applicable]

16. Reset Note Provisions

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Initial Rate of Interest: [●] per cent. per annum payable [annually/semi-annually/quarterly/monthly] in arrear

(ii) First Reset Margin: [+/-][●] per cent. per annum

(iii) Subsequent Reset Margin [[+/-][●] per cent. per annum/Not Applicable]

(iv) Interest Payment Date(s) [●] [and [●]] in each year, commencing on [●], up to and including the Maturity Date

(v) First Reset Date: [●]

(vi) Second Reset Date: [[●]/Not Applicable]

(vii) Subsequent Reset Date(s): [[●] [and [●]]/Not Applicable]

(viii) Reset Determination Date(s): [●]
(specify in relation to each Reset Date)

(ix) Relevant Time: [●]

(x) Relevant Screen Page: [●]

(xi) Reset Reference Rate: [Mid-Swap Rate]/[Reference Bond]

(xii) Reset Reference Rate Conversion: [Applicable/Not Applicable]

(xiii) Original Reset Reference Rate Payment Basis: [Annual/Semi-annual/Quarterly/Monthly/Not Applicable]

(xiv) Mid-Swap Rate: [Single Mid-Swap Rate/Mean Mid-Swap Rate/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs (a)-(g) of this paragraph)

a. Reference Rate Replacement: [Applicable/Not Applicable]

b. Mid-Swap Floating Leg Maturity: [●]

c. Initial Mid-Swap Rate Final Fallback: [Applicable/Not Applicable]
 (If not applicable, delete “Initial Mid-Swap Rate” immediately below)

- d. Initial Mid-Swap Rate: per cent.
- e. Reset Period Maturity Initial Mid-Swap Rate Final Fallback: [Applicable/Not Applicable]
(If not applicable, delete “Reset Period Maturity Initial Mid-Swap Rate” immediately below)
- f. Reset Period Maturity Initial Mid-Swap Rate: per cent.
- g. Last Observable Mid-Swap Rate Final Fallback: [Applicable/Not Applicable]
- (xv) First Reset Period Fallback Yield: /[Not Applicable]
(N.B. only applicable where the Reset Reference Rate is Reference Bond)
- (xvi) Reset Reference Banks:
- (xvii) Day Count Fraction: [Actual/Actual – ISDA]
 [Actual/Actual – ICMA]
 [Actual/365 (Fixed)]
 [Actual/360]
 [30/360][360/360][Bond Basis]
 [30E/360][Eurobond Basis]
 [30E/360 (ISDA)]
- (xviii) Determination Dates: in each year/Not Applicable]
- (xix) Calculation Agent: [Specify if not the Issuing Agent]/[The Issuing Agent]

17. Floating Rate Note Provisions

[Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Interest Period(s):
- (ii) Specified Interest Payment Dates:
- (iii) First Interest Payment Date:
- (iv) Interest Period Date:
(Not applicable unless different from Interest Payment Date)
- (v) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention][Not Applicable]
- (vi) Business Centre(s) /[Not Applicable]
- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):
- (viii) Reference Rate determination:

- a. Reference Rate: [[●] month] [EURIBOR/CIBOR/NIBOR/STIBOR]
(N.B. The Reference Rate shall be any one of EURIBOR, NIBOR, STIBOR or CIBOR)
- b. Interest Determination Date(s): [●]
- c. Relevant Screen Page: [●]
- d. Reference Banks: [●]
- (ix) Reference Rate Replacement: [Applicable/Not Applicable]
- (x) Margin(s): [+/-][●] per cent. per annum
- (xi) Minimum Rate of Interest: [●] per cent. per annum
- (xii) Maximum Rate of Interest: [●] per cent. per annum
- (xiii) Day Count Fraction: [Actual/Actual – ISDA]
[Actual/Actual – ICMA]
[Actual/365 (Fixed)]
[Actual/360]
[30/360][360/360][Bond Basis]
[30E/360][Eurobond Basis]
[30E/360 (ISDA)]
- (xiv) Determination Dates: [[●] in each year/Not Applicable]

PROVISIONS RELATING TO REDEMPTION

18. Call Option

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount: [●]/[Early Redemption Amount]
- (iii) If redeemable in part: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraph)
- a. Maximum Redemption Amount: [●]
- b. Minimum Redemption Amount: [●]
- (iv) Notice period: Minimum period: [15]/[●] days
Maximum period: [30]/[●] days

19. Clean-up Call Option

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraph of this paragraph)

- Clean-up Call Threshold: [Condition 6(f) applies/[●] per cent. of the aggregate nominal amount of the Notes]

20. **Final Redemption Amount** [●]/[The Outstanding Principal Amount]
21. **Early Redemption Amount** [●]/[The Final Redemption Amount]
22. **Redemption for MREL Disqualification Event** [Condition 6(d) applies/Not Applicable]
23. **Substitution and variation** [Applicable/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. **Other special provisions relating to payment dates:** [Not Applicable/[●]]
(Note that this paragraph relates to the date and place of payment)

[THIRD PARTY INFORMATION]

[●] has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Aktieselskabet Arbejdernes Landsbank:

By: _____

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing: Application has been made by the Issuer (or on its behalf) for the Notes to be listed on Nasdaq Copenhagen A/S.
- (ii) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of Nasdaq Copenhagen A/S with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of Nasdaq Copenhagen A/S with effect from [●]]
- (Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*
- (iii) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

- (i) Ratings [The Notes to be issued have been rated:]
- [The Notes to be issued are expected to be rated:]
- [[●]: [●]]
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the ratings provider.]*
- Insert one (or more) of the following options, as applicable:*
- [[Insert legal name of particular credit rating agency entity(ies) providing rating] [is/are] established in the EEA and registered under Regulation (EC) No. 1060/2009 (as amended).]
- [[Insert legal name of particular credit rating agency entity(ies) providing rating] [is/are] established in the EEA and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the registration decision has not yet been provided.]
- [[Insert legal name of particular credit rating agency entity(ies) providing rating] [is/are] not established in the EEA and [is/are] not certified under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”) and the rating[s] [it has/they have] given to the Notes [is/are] not endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation.]

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save as described in the “*Subscription and Sale*” and “*General Information*” sections of the Prospectus, including any fees payable to [●] (the [Managers/Dealer]), so far as the Issuer is aware, no person involved in the issue of the Notes has an interest (including a conflict of interest) material to the issue. The [Managers/Dealer] and [their/its] affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.] *(Amend as appropriate if there are other interests (including conflicts of interest)*

(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.)

4. [YIELD

(Include for Fixed Rate Notes and Reset Notes only)

(i) Indication of yield: [●]

5. OPERATIONAL INFORMATION

(i) ISIN Code: [●]

(ii) Common Code: [●]

(iii) CFI: [[See/[include code] , as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(iv) FISN: [[See/[include code] , as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available] *(If the CFI and/or FISN is not required, requested or available, it/they should be specified to be “Not Applicable”)*

(v) Securities Depository: [VP/VPS]

[The Issuer shall be entitled to obtain certain information from the registers maintained by VP for the purpose of performing its obligations under the issue of the Notes.]

(Delete the above paragraph where such entitlement of the Issuer will not apply to a Series of Notes.)

6. DISTRIBUTION

(i) Method of distribution: [Syndicated/Non-syndicated]

(ii) If syndicated, names of Managers: [Not Applicable/[●]]

(iii) Stabilisation Manager(s) (if any): [Not Applicable/[●]]

(iv) If non-syndicated, name of relevant Dealer: [Not Applicable/[●]]

(v) U.S. Selling Restriction: Reg. S Compliance Category 2

- (vi) Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]
- (vii) Prohibition of Sales to United Kingdom Retail Investors: [Applicable/Not Applicable]

7. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

- (i) Reasons for the offer: [See “*Use of Proceeds*” in the Prospectus.][The Issuer intends to issue the Notes as Green Bonds (as defined in the Prospectus) and apply an amount equal to the net proceeds from this issue of Notes to finance or re-finance, in whole or in part, “Eligible Green Projects” as described in “*Use of Proceeds*” in the Prospectus).]
(See “Use of Proceeds” wording in Prospectus – if reasons for offer different from what is disclosed in the Prospectus, give details)
- (ii) Green Bonds: [Yes/Not Applicable]
- (iii) Estimated net proceeds: [●]

USE OF PROCEEDS

An amount equal to the net proceeds from the issue of each Tranche of Notes will be applied by the Issuer (a) to fulfil its MREL requirement (including on a consolidated basis) and (b) for its general corporate purposes, or where “Green Bonds” is specified in the applicable Final Terms to finance or refinance, in whole or in part, Eligible Green Projects as determined by the Issuer in accordance with the categories set out in the Issuer’s Green Bond Framework available on the Issuer’s website (<https://www.al-bank.dk/om-banken/investor-relations/gaeld-og-fundingstrategi>) and in effect at the time of issuance of the Green Bonds.

If, in respect of any particular Tranche of Notes, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

For the purposes of this Prospectus, “**Eligible Green Projects**” means eligible green projects and assets within the green bond project categories as set out in the Issuer’s Green Bond Framework. Such green bond project categories currently include those which relate to: renewable energy, energy efficiency, clean transportation and green buildings.

Sustainalytics (an independent provider of research-based evaluations of green financing frameworks to determine their environmental robustness) has evaluated the Issuer’s Green Bond Framework and issued a second party opinion (the “**Second Party Opinion**”) on the Issuer’s Green Bond Framework verifying its credibility, impact and alignment with the International Capital Market Association Green Bond Principles 2021. The Second Party Opinion is available on the Issuer’s website at <https://www.al-bank.dk/om-banken/investor-relations/gaeld-og-fundingstrategi>. The Green Bond Framework may be updated from time to time. Noteholders would not be entitled to vote on such amendment. Any amendments to the Green Bond Framework and any new second-party opinion on the Green Bond Framework will be published and will be available on the Issuer’s website at the address above.

None of the Green Bond Framework nor the Second Party Opinion is incorporated by reference in, or shall form part of, this Prospectus.

Potential investors in any Green Bonds should also refer to “*Risk Factors relating to the Notes – Risks related to the structure of a particular issue of Notes – Notes issued as Green Bonds*” and “*Investment Considerations – Notes issued as Green Bonds*”.

DESCRIPTION OF ARBEJDERNES LANDSBANK AND ARBEJDERNES LANDSBANK GROUP

1 Introduction

1.1 History, business and market

Arbejdernes Landsbank was established in Copenhagen in 1919 by the Danish trade union movement and supported by the Danish fuel industry. The purpose was to create an independent bank ensuring capital for union members, e.g., during conflicts among unions and employers' organisations.

Since its founding in 1919 Arbejdernes Landsbank has been run with a strong ambition to focus on customers and social responsibility. Arbejdernes Landsbank's mission is to make its customers experience Arbejdernes Landsbank as a responsible and present partner who manages to create value and provide financial advice in a simple and easy understandable way.

In March 2021, Arbejdernes Landsbank entered into an agreement to purchase the shares in Vestjysk Bank held by AP Pension and Nykredit as part of Arbejdernes Landsbank's strategy to become a more nationwide bank and to be stronger in the business customers segment. Prior to this purchase, Arbejdernes Landsbank was already a shareholder in Vestjysk Bank. The purchases of the shares were completed on 31 May 2021, and Arbejdernes Landsbank thus became the majority owner of Vestjysk Bank. After the acquisition of shares from AP Pension and Nykredit, Arbejdernes Landsbank obtained an ownership interest of 60.8 per cent. in Vestjysk Bank. This obligated Arbejdernes Landsbank to submit a purchase offer to the other shareholders in Vestjysk Bank and on 9 July 2021, Arbejdernes Landsbank announced the final result with a purchase of an additional 6.4 per cent. of the shares in Vestjysk Bank. In the same period, Arbejdernes Landsbank also acquired a further 5.5 per cent. of the shares of Vestjysk Bank on the open market. This brought Arbejdernes Landsbank's total ownership interest up to 72.7 per cent. as of 9 July 2021.

The Arbejdernes Landsbank Group grew considerably with the acquisition of the majority of the shares in Vestjysk Bank. The Group is nationwide, offering relevant and competitive financial products and services combined with competent advisory services for private individuals, associations and enterprises.

The two banks in the Group, Arbejdernes Landsbank and Vestjysk Bank, has continued as two independent banks, each with its own business model and brand. Common for the whole Group is greater focus on continued inflow of new customers and a stronger position on the market for business customers.

As expected, Arbejdernes Landsbank on a consolidated basis was designated as a systematically important financial institution ("SIFI") in Denmark by the Danish FSA in June 2021.

Arbejdernes Landsbank Group is a relevant and strong financial institution offering a wide range of financial products and services to personal, corporate and union customers. Arbejdernes Landsbank Group offers financial advice and support to the customers of Arbejdernes Landsbank Group via a nation-wide set of branches and user-friendly digital self-services.

In January 2023, for the 14th consecutive year, Arbejdernes Landsbank was ranked as Danes' preferred bank in Voxmeter's Yearly Report on the Best Banks in Denmark published on 17 January 2023, an annual survey of customer satisfaction in the banking sector. Being number one of the 20 largest Danish banks for customer satisfaction, for the 14th consecutive year, once again confirms that Arbejdernes Landsbank's customers value the way Arbejdernes Landsbank is operated. The acknowledgement in the survey of customer satisfaction confirms that the customers see a clear link between Arbejdernes Landsbank's values and their day-to-day interactions with Arbejdernes Landsbank – whether face-to-face in one of Arbejdernes Landsbank's 61 branches throughout Denmark, or online, e.g. on social media. In the same survey, Vestjysk Bank was placed eleventh.

Arbejdernes Landsbank Group's registered office and principal place of business is Vesterbrogade 5, DK-1620 Copenhagen V, Denmark. Contact information for Arbejdernes Landsbank's head office is: Telephone: +4538 484848, Fax: +4538485050 and Arbejdernes Landsbank's website is: www.al-bank.dk. Information on Arbejdernes Landsbank's website does not form part of this Prospectus unless that information is incorporated by reference into this Prospectus (see "*Documents incorporated by reference*").

Arbejdernes Landsbank is registered with the Danish Business Authority under CVR number 31 46 70 12 as a limited liability company (in Danish: *aktieselskab*) and operates under Danish legislation. Arbejdernes Landsbank's Legal Entity Identifier (LEI) code is 549300D6BJ7XOO03RR69. The legal name of the Issuer is Aktieselskabet Arbejdernes Landsbank. Arbejdernes Landsbank has the following registered secondary names: AL Bank A/S, Landsbank af 1919 A/S and Lønmodtagernes Bank A/S.

The share capital amounts to DKK 2,100,000,000, divided into shares of nominally DKK 1 each. The share capital is fully paid up, and no shares carry special rights. There are restrictions on the negotiability of the shares as the transfer of the right to a share may only be effected with the consent of the Board of Directors and at no more than par value. The five largest

shareholders combined hold about 81 per cent. of the share capital. The vast majority of Arbejdernes Landsbank's shares are owned by the trade union movement in Denmark. In addition, Arbejdernes Landsbank has approximately 22,000 private shareholders.

As of the date of this Prospectus, Arbejdernes Landsbank has one shareholder who has announced that it directly holds more than 20 per cent. of the share capital:

- Fagligt Fælles Forbund - 3F, Kampmannsgade 4, 1790 Copenhagen V, Denmark, 32.98 per cent.

As of the date of this Prospectus, the following four shareholders have announced that they hold directly at least 5 per cent. of the share capital:

- Danish Metal Workers' Union, Molestien 7, 2450 Copenhagen SV, Denmark, 19.82 per cent.
- Fødevareforbundet NNF, Molestien 7, 2450 Copenhagen SV, Denmark, 11.57 per cent.
- HK/Danmark, Weidekampsgade 8, 2300 Copenhagen S, Denmark, 10.01 per cent.
- Fagbevægelsens Hovedorganisation, Islands Brygge 32D, 2300 Copenhagen S, Denmark, 7.05 per cent.

Arbejdernes Landsbank is not aware of any natural or legal person having control over Arbejdernes Landsbank. Accordingly, Arbejdernes Landsbank has not taken special measures to prevent abuse of control of Arbejdernes Landsbank.

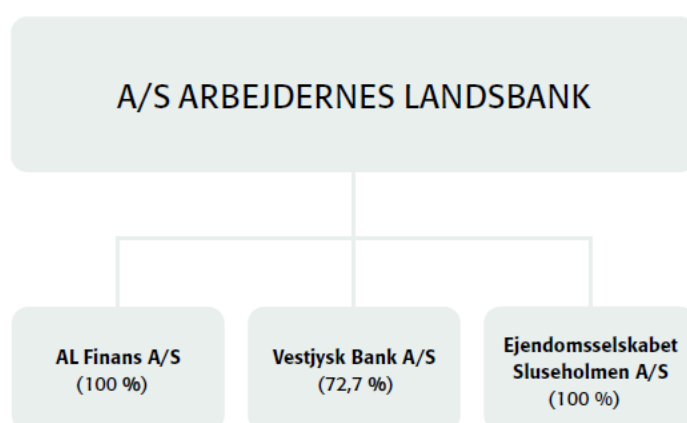
1.2 Organisation and activities of the Arbejdernes Landsbank Group

The Arbejdernes Landsbank Group includes the following companies:

- Aktieselskabet Arbejdernes Landsbank (parent company)
- Vestjysk Bank (subsidiary)
- AL Finans A/S ("**AL Finans**") (subsidiary)
- Ejendomsselskabet Sluseholmen A/S ("**Ejendomsselskabet Sluseholmen**") (subsidiary)

As per 31 December 2022 Arbejdernes Landsbank held 72.7 per cent. of the shares in Vestjysk Bank, while AL Finans and Ejendomsselskabet Sluseholmen were fully owned by Arbejdernes Landsbank. At the date of this Prospectus, there has been no changes to the ownerships.

Arbejdernes Landsbank Group's organisational structure is shown below:



1.2.1 Arbejdernes Landsbank

Arbejdernes Landsbank is a nationwide full-service bank for private individuals, associations and small and medium-sized enterprises.

Arbejdernes Landsbank's business strategy is based on sound values such as integrity, community, openness and corporate responsibility.

Arbejdernes Landsbank works systematically and strategically to develop a dynamic and customer-oriented culture. Arbejdernes Landsbank's culture is crucial in retaining and developing Arbejdernes Landsbank's unique position relative both to customers and to being an attractive workplace for employees. Arbejdernes Landsbank sees a clear link between strategy and culture.

1.2.2 Vestjysk Bank

The strategic focus of Vestjysk Bank is to be Denmark's strongest local bank, offering advisory services to private and business customers, locally as well as regionally. Vestjysk Bank aims to be an attractive cooperation partner for both private and business customers.

Vestjysk Bank wants to strengthen its position as a bank appealing to the business community, and in the future, it will specifically target businesses in Vestjysk Bank's market area.

Vestjysk Bank has extensive expertise in the fisheries and agricultural sectors, and it will focus even more on fisheries. On 3 January 2022, Vestjysk Bank opened a centre of expertise targeting the fisheries sector. Because of Vestjysk Bank's strong foundation in West Jutland, an area with a long tradition of fishing, Vestjysk Bank has developed strong expertise and a considerable customer portfolio in the fisheries sector over a number of years.

Furthermore, the Vestjysk Bank has decided to set up a unit with focus on renewable energy.

1.2.3 AL Finans

AL Finans is a finance company offering financing solutions to private individuals and businesses. For private individuals, the company mainly provides car loans and car leasing. For businesses, AL Finans offers factoring, invoice purchasing and car leasing. AL Finans aims to establish strong customer relations through close dialogue and collaboration with its customers.

1.2.4 Ejendomsselskabet Sluseholmen

Ejendomsselskabet Sluseholmen A/S ("**Ejendomsselskabet Sluseholmen**") is the property company that will build the new headquarter for Arbejdernes Landsbank and AL Finans.

1.3 Arbejdernes Landsbank's strategy

Implementation of Arbejdernes Landsbank's Strategy 2025

Arbejdernes Landsbank's strategy and focus up to 2025 is to forge a more efficient and profitable bank. This is based on an ambition to maintain a customer-orientated culture with high customer satisfaction, more customers, a strong brand and responsible banking activities. The bank has launched specific improvements and initiatives in three overall areas: (i) customer-orientated culture, (ii) efficient bank and (iii) position in the sector.

Arbejdernes Landsbank welcomes all customers, and on the basis of Arbejdernes Landsbank's good reputation among customers, Arbejdernes Landsbank is dedicated to developing its organisation and its services at a rate that matches customers' expectations and needs. A prerequisite for this is that all employees of Arbejdernes Landsbank have a strong focus on ensuring that Arbejdernes Landsbank has a close dialogue with its customers.

For their more everyday needs, it is the view of Arbejdernes Landsbank that customers want a broad range of digital services and their expectations for accessibility – both physically and online – are increasing. Further, Arbejdernes Landsbank believes that customers expect their bank to be proactive and to meet them with specific recommendations for how their finances can best be organised. Customers want to be spoken to at their level and in a way that makes their choices easy and safe. Customers have a very clear desire for personal advisory services with a dedicated advisor, but they can have different wishes as to whether the relationship should primarily be online or in person. Arbejdernes Landsbank believes that this trend will continue into the future, and therefore it will continue to be a cornerstone in Arbejdernes Landsbank's strategy.

The goal of Arbejdernes Landsbank is that the customers of Arbejdernes Landsbank always experience Arbejdernes Landsbank as a responsible and attentive partner, able to present a message in a simple and easy understandable manner. Arbejdernes Landsbank wants to be close to its customers and the financial situation of its customers in all phases of life – both in good times and bad times.

Arbejdernes Landsbank's future services for customers is expected to help creating a better balance between the service a customer experiences and the costs associated with supplying the service. In the future, a crucial part of this will be to be able to offer customers a digital empathetic bank.

1.3.1 Vestjysk Bank's strategy

Vestjysk Bank wants to create a positive development for the bank's customers and stimulate activity in the local community the bank is part of. This means that Vestjysk Bank has focus on, and takes responsibility for, development in the local area through its position as Denmark's strongest local bank.

Following Vestjysk Bank's merger with Den Jyske Sparekasse in 2021, Vestjysk Bank now has the size and strength to focus even more on attracting new customers and to target advice for existing customers.

This will continue to take outset in the Vestjysk Bank's branches, where the bank will increase business through targeted work to attract new private customers and business customers, and through further business with current customers, not least in the leasing and investment areas.

Furthermore, Vestjysk Bank will have a particular focus on attracting new larger business customers for the Large Customer Department and, in particular, for growth in the bank's specialist areas, where renewable energy is expected to contribute to growth in the bank's business. Therefore, Vestjysk Bank has decided to establish a renewable energy department as an independent business area, referring to the executive management of Vestjysk Bank. Similarly, Vestjysk Bank will target work on strengthening fisheries and agriculture. These are areas in which the bank has a high market share and strong competences, and therefore there will still be a lot of attention on developments in these sectors.

1.3.2 AL Finans' strategy

During 2022, AL Finans has maintained its focused market and product strategy. DKK 6.1 billion, equal to 77 per cent. of other receivables on the balance sheet of AL Finans was related to loans and leasing for cars for private and business customers, and DKK 1.0 billion, equal to 23 per cent. of other receivables on the balance sheet was related to factoring and purchasing outstanding invoices from businesses.

In 2022, AL Finans achieved its highest profit ever, and there has been growth in lending in all three product areas: loans, leasing and factoring.

In the car financing market, AL Finans works through three different distribution channels; business is generated through cooperation with a large number of car dealers, cooperation with Arbejdernes Landsbank, and through a number of digital channels for direct loan applications from private car buyers.

AL Finans is currently working on responding to expected major changes in the car market over the next few years due to electrification and new mobility solutions. More than 10,000 loans from AL Finans to finance electric and plug-in hybrid cars confirm that, with its green car loan, AL Finans has achieved an extremely satisfactory market share for financing electric vehicles. In addition to the above market initiatives, in 2022 AL Finans has had strong focus on process optimisation and is conducting major renewal of the entire IT infrastructure on the basis of a new ERP (enterprise resource planning) system planned for implementation in early summer 2023.

1.4 Business Segments

The Arbejdernes Landsbank Group consists of four business segments: Customer activities, investment activities, Vestjysk Bank and other activities.

Customer activities are defined as:

- all business transactions/trading conducted with customers, where the Group generates earnings in the form of interest-rate differentials, commissions, fees or additional brokerage fees;
- returns on equity investments relating to customer activities; and
- returns on derivative transactions entered into in order to hedge a market risk on customer activities.

Investment activities are defined as activities related to treasury and liquidity management.

Vestjysk Bank is defined as all activity in Vestjysk Bank.

Other activities are defined as:

- Returns on equity investments not related to customer activities.
- Property management.

- Other activities not related to customer activities or investment activities.

Selected information about the Arbejdernes Landsbank Group's business segments as of the year 2022 is presented in the table below:

Business segments	Profit before tax	Assets
	<i>DKKm</i>	<i>DKKm</i>
Customer activities	711.4	36,147.7
Investment activities	-302.1	28,564.3
Vestjysk Bank	586.6	41,941.8
Other activities *)	-93.2	1,333.1
Total	902.7	107,986.9

Customer activities and the Vestjysk Bank segment together account for the majority of the core activity of the Arbejdernes Landsbank Group. Both segments are continuing to grow in customer numbers and business activity. Moreover, a high level of activity within the provision of mortgage-credit loans has had a positive effect.

While Arbejdernes Landsbank is not operationally dependant on Vestjysk Bank, certain key financial metrics for the Arbejdernes Landsbank Group are affected by Vestjysk Bank. The following table illustrates Vestjysk Bank's net interest income, net fee and commission income, loans and other receivables at amortised cost and total assets as compared to the corresponding figures for the Arbejdernes Landsbank Group (based on the audited annual financial statements of Vestjysk Bank for the financial year ended 31 December 2022 and the Arbejdernes Landsbank 2022 Annual Report, respectively):

	Vestjysk Bank	Arbejdernes Landsbank Group
	<i>DKKm</i>	<i>DKKm</i>
Net interest income *)	840.9	2,218.1
Net fee and commission income *)***)	684.1	1,564.8
Loans and other receivables at amortised cost **)	16,608.6	44,110.4
Total assets **)	41,953.3	107,986.9

*) For the period 1 January 2022 to 31 December 2022.

***) As at 31 December 2022.

***) Net fee and commission income are fee and commission income minus fees and commissions paid.

Investment activities are significantly worse than expected in 2022 compared to 2021, and this is due to a challenging year on the Danish financial markets, with increasing interest rates and falls in share prices.

Other activities include Arbejdernes Landsbank's properties, certain sector-related shares and associates companies.

1.5 Associated companies

The Arbejdernes Landsbank Group has equity investments in a number of associated companies. As of 31 December 2022, Arbejdernes Landsbank Group's held 37 per cent. of the shares in Testaviva ApS. Further, other associated companies in which the Group has significant shareholdings include &Money Aps, Thise Udviklingselskab Aps, HN Invest Tyskland 1 A/S under frivillig likvidation and EgnsinVEST Tyske ejendomme A/S.

1.6 Business partners

The Arbejdernes Landsbank Group is member of BEC (BEC Financial Technologies). BEC is characterized by having a large number of member banks which together with Arbejdernes Landsbank and Vestjysk Bank, contribute to develop the capacity required for future banking operations of BEC member banks.

Other important business partners in various product and advisory service areas include:

- Totalkredit A/S (mortgage-credit institution)
- DLR Kredit A/S (mortgage-credit institution)
- Forsikringselskabet Privatsikring A/S (non-life insurance)

- Forsikringselskabet Erhvervsikring A/S (non-life insurance)
- Vestjylland Forsikring GS (non-life insurance)
- ID-Sparinvest, the Danish branch of Sparinvest S.A., Luxembourg (investment associations)
- BI Asset Management Fondsmæglerselskab A/S (investment associations)
- Nærpension Forsikringsformidling A/S (life insurance and pension products provider)
- Lokal Puljeinvest (investment associations)
- Nets (payment services)
- Bokis (procurement partnership in payment cards and payment services)
- MobilePay (shared mobile payment solution)

1.7 Financial statement

The selected financial information provided below has been extracted from the audited consolidated financial statements as at and for the years ended 31 December 2022 and 31 December 2021. The audited consolidated financial statements as at and for the years ended 31 December 2022 and 31 December 2021 are incorporated in this Prospectus by reference. See “*Documents incorporated by reference*”.

The Group has therefore been generally affected by recognition of Vestjysk Bank in all items from 31 May 2021, as Vestjysk Bank was not previously included in the consolidated financial statements of Arbejdernes Landsbank. Vestjysk Bank has been included in the consolidated financial statements of Arbejdernes Landsbank for 2021 with earnings for seven months, covering the period from 1 June 2021 to 31 December 2021, amounting to DKK 281.6 million before tax. The period before 31 May 2021 includes earnings from Vestjysk Bank totalling DKK 76.7 million as profit from equity investments in associated companies.

The income statement for the Arbejdernes Landsbank Group for the financial year ended 31 December 2022 with comparative figures for the financial year ended 31 December 2021 as well as selected balance sheet items, financial ratios and key figures are presented below:

Income Statement

	2022	2021
	<i>DKKm</i>	<i>DKKm</i>
Interest income calculated using the effective interest-rate method	2,042.0	1,500.7
Other interest income	181.8	98.4
Positive interest expenses on financial liabilities	192.4	194.3
Interest expenses	-156.2	-93.1
Negative interest income on financial assets	-41.8	-57.6
<i>Net interest income</i>	<i>2,218.1</i>	<i>1,642.7</i>
Dividends from shares etc.	73.5	48.0
Fee and commission income	1,671.7	1,290.1
Fees and commissions paid	-106.9	-93.4
<i>Net interest and fee income</i>	<i>3,856.4</i>	<i>2,887.4</i>
Value adjustments	-201.0	245.4
Other operating income	98.2	412.2
Staff and administrative expenses	-2,682.4	-2,213.6
Amortisation/depreciation as well as impairments on intangible assets and property, plant and equipment	-170.5	-160.2
Other operating expenses	-53.9	-50.6
Impairments on loans and receivables etc.	52.1	162.3

Profit from equity investments in associated companies and group companies	3.8	95.3
Profit before tax	902.7	1,378.2
Tax	-113.5	-49.4
Profit for the year	789.2	1,328.9

Broken down by:

Shareholders of Arbejdernes Landsbank	597.7	1,179.0
Holders of Additional Tier 1 instruments	52.2	44.3
Minority interests	139.2	105.6
Profit for the year	789.2	1,328.9

Earnings per share

Earnings per share (DKK) *)	0.29	0.94
Diluted earnings per share (DKK) *)	0.29	0.94

*) In connection with the capital increase in the first half-year of 2021, the nominal denomination of the share has been changed from DKK 1,000 to DKK 1.

Financial highlights - Arbejdernes Landsbank's Group

	2022	2021
	DKKm	DKKm
Selected balance sheet items		
Loans and other receivables at amortised cost	44,110.4	41,958.3
Bonds at fair value	28,590.0	28,116.2
Total assets	107,986.9	107,460.6
Deposits incl. pooled schemes	88,095.5	89,236.6
Equity	12,348.2	11,852.9
Selected financial ratios and key figures	%	%
Own funds ratio	19.8	18.2
Common Equity Tier 1 capital ratio	16.1	14.9
Return on equity before tax	7.0	14.8
Return on equity after tax	6.1	13.9
Ratio of operating income to operating expenses per DKK	1.32	1.61
Liquidity coverage ratio (LCR)	264.5	249.4
Impairment ratio for the year	0.6	0.5
Lending growth for the year	5.1	76.2

The subsidiary Vestjysk Bank A/S has been included in the financial highlights for the Group from 31 May 2021.

1.8 Danish Banking Market

The Danish banking market is characterized by several Danish institutions and branches of foreign institutions. In recent years, the number of Danish institutions has been reduced from 69 in 2019 to 59 in 2023 due to increased consolidation. Since 2019, the number of foreign institutions has been reduced to 25 institutions.

The Danish FSA categorises the Danish institutions into certain groups. The definition of Group 1 follows the credit institutions' SIFI status, so that systemically important credit institutions are always in Group 1 if they are domiciled in Denmark. The Group 1 institutions account for the largest nationwide banks in Denmark (Danske Bank A/S, Jyske Bank A/S, Sydbank A/S, Nykredit Bank A/S, Spar Nord Bank A/S, Arbejdernes Landsbank and Vestjysk Bank A/S). Group 2 consists of seven banks with working capital above DKK 15 billion. Typically, Group 2 institutions are characterised by having a regional focus. Group 3 and 4 includes around 40 local institutions in Denmark.

The primary competitors of Arbejdernes Landsbank are the institutions in Group 1, especially in the large urban areas. The competition varies locally and depends on the specific area. Outside the urban areas the Arbejdernes Landsbank Group experiences varying competition especially from local institutions deeply rooted in and with a strong market position in the local area.

1.9 The Board of Directors of Arbejdernes Landsbank

The Board of Directors of Arbejdernes Landsbank is composed of 12 members, including eight elected by the general meeting and four elected by the employees. The term of office for members elected by the general meeting is one year, and for the employee representatives four years.

As at the date of this Prospectus, Arbejdernes Landsbank's Board of Directors consists of:

1.9.1 Claus Jensen

Claus Jensen was born in 1964 and is currently the Trade Union President of Danish Metalworkers' Union. Member of the Board of Directors since 2013. Vice-Chairman of the Board of Directors from 2015-2021. Chairman of the Board of Directors since 2022. Member of the Nomination and Remuneration Committee, the Risk Committee and the Audit Committee.

Qualifications:

- Management, HR, and Strategy
- Macroeconomic and Accounting
- Credit matters
- Business model and Customer base
- Operational risks and IT

Member of the board of:

- AE - Economic Council of the Labour Movement
- A/S A-Pressen
- Central Organisation of Industrial Employees (President)
- Danish Economic Council
- FH – Danish Trade Union Confederation
- IndustriALL European Trade Union (Vice President)
- Industriansatte i Norden
- Industripension Holding A/S
- Industriens Pensionsforsikring A/S
- Industriens Pension Service A/S
- Odense Havn A/S
- Sund og Bælt Holding A/S
- Øresundsbro Konsortiet I/S
- Dansk metal's subsidiaries

1.9.2 Ole Wehlast

Ole Wehlast was born in 1959 and is currently the Trade Union President of Fødevareforbundet NNF. Member of the Board of Directors since 2016. Vice Chairman of the Board of Directors since 2022. Chairman of the Advisory Board of Representatives. Member of the Nomination and Remuneration Committee and the ESG Committee.

Qualifications:

- Management, HR and Strategy
- Macroeconomic and Accounting
- Financial regulation
- Credit matters
- Business model and Customer base

Member of the board of:

- Dansk Folkeferie Fonden
- AE – Economic Council of the Labour Movement
- Københavns Bagerafdelings Fond
- FH – Danish Trade Union Confederation
- Danish Trade Union Development Agency - DTDA

1.9.3 Lars Andersen

Lars Andersen was born in 1958 and is currently Managing Director of AE – Economic Council of the Labour Movement. Member of the Board of Directors since 2009. Chairman of the Risk Committee. Member of Audit Committee.

Qualifications:

- Management, HR and Strategy
- Macroeconomic and Accounting
- Market risk and Liquidity
- Financial regulation
- Credit matters
- Business model and Customer base

Member of the board of:

- Industriens Pensionsforsikring A/S
- Statistics, Denmark
- Foreningen Divèrs

- Operational risks

1.9.4

Lars Holst

Lars Holst was born in 1952 and is currently a board member in different corporations and organizations. Member of the Board of Directors since 2022.

Qualifications:

- Management, HR, and Strategy
- Market risk and Liquidity
- Financial regulation
- Credit matters
- Business model and Customer base

Member of the board of:

- Grønlandsbanken A/S

1.9.5

Christian Riewe

Christian Riewe was born in 1975 and is currently Lawyer (H) and a partner in Advokatfirmaet Bjørst, CEO in Salvador ApS and Salvador 2018 ApS. Member of the Board of Directors since 2017. Chairman of the Nomination and Remuneration Committee. Member of the Risk Committee.

Qualifications:

- Management, HR and Strategy
- Macroeconomic and Accounting
- Credit matters
- Business model and Customer base

Member of the board of:

- KLC A/S (Chairman)
- Meliora Bio ApS
- Re Energy Properties A/S
- Anchersen A/S
- Anchersen-Fladså ApS

1.9.6

Lizette Risgaard

Lizette Risgaard was born in 1960. Member of the Board of Directors since 2016. Member of the Nomination and Remuneration Committee.

Qualifications:

- Management, HR and Strategy
- Macroeconomic and Accounting
- Financial regulation
- Credit matters
- Business model and Customer base

Member of the board of:

- AKF Holding A/S

1.9.8

Henning Overgaard

Henning Overgaard was born in 1971 and is currently union president of the United Federation of Danish Workers (Fagligt Fælles Forbund) – 3F Member of the Board of Directors since 2023.

Qualifications:

- Management, HR and Strategy
- Macroeconomic and Accounting
- Market risk and Liquidity
- Financial regulation
- Credit matters
- Business model and Customer base
- Operational risks and IT

Member of the board of:

- AKF Holding A/S
- AE – Economic Council of the Labour Movement
- Danish Economic Council and the Environmental Economic Council
- Evida Holding A/S
- Evida Co2 A/S
- Evida Fyn A/S
- Evida Nord A/S
- Evida Service A/S
- Evida Syd A/S
- Danish Trade Union Confederation
- PensionDanmark Holding A/S
- PensionDanmark Pensionsforsikringsaktierselskab

1.9.9

Anja C. Jensen

Anja C. Jensen was born in 1970 and is currently the trade union president of HK Danmark. Member of the Board of Directors since 2022. Member of the ESG Committee.

Qualifications:

- Management, HR, and Strategy

Member of the board of:

- HK/ Danmarks A-kasse (Vice Chair)

- Macroeconomics and Accounting
- Credit matters
- Business model and Customer base
- AE – Economic Council of the Labour Movement
- AFK Holding A/S
- Labour Market Supplementary Pension - ATP, incl. Danish Labour Market Fund for Posted Workers, Seniorpension and Lønmodtagernes Garantifond
- A/S A-Pressen
- Copenhagen Business Academy
- FH – Danish Trade Union Confederation
- Fonden for Entreprenørskab
- U/Nord
- HK/Denmark's Subsidiaries

1.9.10

Kenneth Hove

Kenneth Hove was born in 1972 and is currently Treasurer for 3F United Federation of Danish Workers. Member of the Board of Directors since 2023.

Qualifications:

- Management, HR and Strategy
- Macroeconomic and Accounting
- Market risk and Liquidity
- Business model and Customer base

Member of the board of:

- 3F – United Federation of Danish Workers
- Rørvig Centret A/S
- Fagbevægelsens Fordelsprogram A/S
- Laugesens Have, Kursuscenter A/S
- PensionDanmark, Board for organizational employees

1.9.11

Caroline Sjøeborg Ahlefeldt-Laurvig-Bille

Caroline Sjøeborg Ahlefeldt-Laurvig-Bille was born in 1968 and is currently partner in Amrop Denmark and CEO in Casalbi ApS. Member of the Board of Directors since 2023. Chairman of the ESG Committee.

Qualifications:

- Management, HR and Strategy
- Business model and Customer base
- Operational risks and IT

Member of the board of:

- DMC Nordic Group ApS
- DonkeyRepublic holdin A/S (Chairman)
- DonkeyRepublic Admin ApS (Chairman)
- DonkeyRepublic Bike ApS (Chairman)
- Copenhagen Contemporary-Fonden

1.9.13

Yvonne Hansen

Yvonne Hansen was born in 1964 and is currently a Pension Manager at A/S Arbejdernes Landsbank. Employee-elected member of the Board of Directors since 2016. Member of the Nomination and Remuneration Committee (only remuneration issues).

Qualifications:

- Management, HR and Strategy
- Macroeconomic and Accounting
- Market risk and Liquidity
- Financial regulation
- Credit matters
- Business model and Customer base
- Operational risks and IT

Member of the board of:

1.9.14

Jesper Pedersen

Jesper Pedersen was born in 1979 and is currently a Joint Staff Representative at A/S Arbejdernes Landsbank. Employee-elected member of the Board of Directors since 2014.

Qualifications:

- Management, HR and Strategy
- Macroeconomic and Accounting
- Market risk and Liquidity
- Financial regulation
- Credit matters
- Business model and Customer base
- Operational risks and IT

Member of the board of:

- HK/Privat OK-gruppen Organisationer & Finans board (Deputy Chariman)
- HK Privat Sektor board of directors

1.9.15 Nadia Lind Bøgh Karlsen
Nadia Lind Bøgh Karlsen was born in 1986 and is currently an AML Officer at A/S Arbejdernes Landsbank. Employee-elected member of the Board of Directors since 2018.

Qualifications:

- Management, HR and Strategy
- Market risk and Liquidity
- Credit matters
- Business model and Customer base
- Operational risks and IT

Member of the board of:

1.9.16 Tina Holm Christensen
Tina Holm was born in 1971 and is currently a financial advisor at A/S Arbejdernes Landsbank. Employee-elected member of the Board of Directors since 2020.

Qualifications:

- Management, HR and Strategy
- Macroeconomic and Accounting
- Market risk and Liquidity
- Business model and Customer base

Member of the board of:

In accordance with the Recommendations on Corporate Governance of 2 December 2020 published by the Danish Committee on Corporate Governance, at least half of Arbejdernes Landsbank's members of the Board of Directors elected by the general meeting are considered independent. Board members considered independent are stated in the Arbejdernes Landsbank 2021 Annual Report.

The business address of the members of Arbejdernes Landsbank's Board of Directors is Vesterbrogade 5, DK-1620 Copenhagen V, Denmark.

There are no potential conflicts of interests between any duties to Arbejdernes Landsbank of any members of the Board of Directors and their private interests and other duties.

1.10 The Executive Management of Arbejdernes Landsbank

The Executive Management of Arbejdernes Landsbank is composed of five persons.

1.10.2 **Jan W. Andersen**
Jan W. Andersen was born in 1958 and is currently CEO of Arbejdernes Landsbank.

Member of the board of:

- AL Finans A/S (Chairman)
- Ejendomsselskabet Sluseholmen A/S
- Arbejdsmarkedets Tillægspension – ATP, incl. Danish Labour Market Fund for Posted Workers, Lønmodtagernes Garantifond and Seniorpension.
- BI Holding A/S
- Forvaltningsinstituttet for Lokale Pengeinstitutter (Vice-Chairman)
- VP Securites A/S
- PRAS A/S

1.10.3 **Frank Mortensen**
Frank Mortensen was born in 1974 and is currently Deputy CEO of Arbejdernes Landsbank.

Member of the board of:

- DLR Kredit A/S
- AL Finans A/S
- Ejendomsselskabet Sluseholmen A/S
- Nærpension Forsikringsformidling A/S

1.10.4 **Svend Randers**
Svend Randers was born in 1968 and is currently Executive Bank Director of Business of Arbejdernes Landsbank.

Member of the board of:

- AL Finans A/S (Chairman)
- Lokal Puljeinvest

- Finanssektorens Uddannelsescenter
- Kooperationen
- Ejendomsselskabet Sluseholmen A/S

1.10.5

Simon S. Jørgensen

Simon S. Jørgensen was born in 1973 and is currently Executive Bank director of Business Development, HR, and IT of Arbejdernes Landsbank.

Member of the board of:

- AL Finans A/S
- BEC Financial Technologies a.m.b.a.
- TestaViva DK ApS
- Ejendomsselskabet Sluseholmen A/S
- Usertribe A/S

1.10.6

Gry Bandholm

Gry Bandholm was born in 1973 and is currently Executive Bank director and CFO of Arbejdernes Landsbank.

Member of the board of:

- AL Finans A/S
- Ejendomsselskabet Sluseholmen A/S

The business address of the members of Arbejdernes Landsbank's Executive Management is Vesterbrogade 5, DK-1620 Copenhagen V, Denmark.

There are no potential conflicts of interests between any duties to Arbejdernes Landsbank of any members of the Executive Management and their private interests and other duties.

2 Capital and solvency need

2.1 Group Structure

The Arbejdernes Landsbank Group was designated as a SIFI (systemically important financial institution) by the Danish FSA in June 2021. The designation as a SIFI meant that the Group was required to have a SIFI capital buffer of 1.0 percentage point from the end of 2022. The Group must meet the SIFI buffer requirement with Common Equity Tier 1 capital. The Group's status as a SIFI means that the Group is covered by the regulations for SIFIs, including requirements for a SIFI capital buffer of 1.0 per cent.

2.2 Capital management

Capital management is based on the EU Capital Requirements Regulation ("CRR"), which entered into force on 1 January 2014 and has direct legal effect in Denmark. As part of capital management, the Group has drawn up a capital plan to ensure that the Group has sufficient capital to comply with current legislation and meet its own solvency targets at all time. The legislation concerns:

- Calculation of capital, risk exposures and capital requirements.
- Calculation of individual solvency need.
- Disclosure requirements.

The Group's capital plan has been supplemented by a recovery plan comprising a number of relevant risk and capital indicators for the Group with associated limit values, stress test scenarios and recovery measures to ensure that the Group is able to identify problems in time and implement measures to ensure the viability of the Group. The Group regularly monitors developments in risk indicators.

Arbejdernes Landsbank has an ownership interest in Vestjysk Bank of 72.7 per cent. Thus, 27.3 per cent. of the shares in Vestjysk Bank are held by minority shareholders. Furthermore, minority interests in Vestjysk Bank include owners of Additional Tier 1 instruments amounting to DKK 145.7 million and Tier 2 instruments amounting to DKK 365.1 million. Minority shareholders' and other minority interests' share of the capital in Vestjysk Bank may only be recognised in consolidated own funds at an amount corresponding to the minority interests' share of the total capital requirement in Vestjysk Bank.

When determining the Group's capital targets, the Group recognises capital from minority interests corresponding to the minority interests' share of capital targets set for Vestjysk Bank. Due to the restrictions on recognising minority interest

capital in consolidated own funds, Arbejdernes Landsbank will regularly fund Vestjysk Bank according to its capital need and issue all Additional Tier 1 capital and Tier 2 capital in the Group.

Non-Preferred Senior (“NPS”) instruments issued in Vestjysk Bank cannot be recognised in the consolidated MREL and Arbejdernes Landsbank will therefore also be the issuer of NPS instruments in the Group and will regularly fund Vestjysk Bank according to its MREL capital need. Based on legal requirements and the limit values for capital indicators set in the recovery plan, the Group has set a capital target covering the solvency need plus the capital conservation buffer and the SIFI buffer, as well as an excess cover of 4.5 per cent. The target corresponds to the yellow light indicator in the recovery plan and ensures that the Group can absorb future capital requirements in the form of a fully phased-in countercyclical capital buffer. The Group’s capital ratio target has been calculated at 17.8 per cent., after deduction for the minority interests’ share in Vestjysk Bank. With a capital ratio of 19.8 per cent. at the end of 2022, the Group thus has an excess cover of 2.0 per cent. Relative to the statutory requirement of 15.7 per cent., the excess cover is 4.0 percentage points.

The Group’s capital requirement comprises a solvency need of 10.3 per cent. and the combined capital buffer requirement of 5.4 per cent., which currently consists of the capital conservation buffer of 2.5 per cent., the institution-specific countercyclical capital buffer of 1.9 per cent. and a SIFI buffer of 1 per cent. The countercyclical capital buffer will be raised further to 2.5 per cent. with effect from 31 March 2023. The long-term capital planning of the Group is based on economic projections taking account of the Group’s vision, but under different macro-economic and idiosyncratic stress scenarios and recognising the anticipated effects of future legislation.

2.3 Own Funds

Overall, Group’s own funds consist of Common Equity Tier 1 capital, Additional Tier 1 capital and Tier 2 capital. Own funds are calculated with a view to calculating capital ratios that help to express the Group’s capital excess cover in relation to the Group’s targets and regulatory capital requirements.

The table below shows a calculation of own funds as of 31 December 2022 for the Arbejdernes Landsbank Group:

Calculation of group own funds at the end of 2022

<i>Transformation from equity to own funds</i>	<i>DKKm</i>
Equity	12,348.2
Minority interests not included	-492.0
Additional Tier 1 capital including interest payable	-990.0
Proposed dividend	-247.1
Intangible assets	-216.1
Deferred tax assets	-149.7
Deduction for own shares in customers’ safety deposit	-1.1
Deductions for prudent valuation	-31.8
Deductions for non-performing exposures	-263.3
Capital instruments in financial entities	-253.6
<i>Common Equity Tier 1 capital</i>	<i>9,703.4</i>
Additional Tier 1 capital	954.7
Minority interests not included	17.0
<i>Tier 1 capital</i>	<i>10,675.1</i>
Tier 2 capital	1,274.2
Minority interests not included	-48.0
Capital instruments in financial entities	-29.4
<i>Own funds</i>	<i>11,871.9</i>

The Group has currently issued a total of DKK 954.7 million Additional Tier 1 capital. Of this, Arbejdernes Landsbank issued DKK 809.0 million Additional Tier 1 capital in 2022 to cover redemption of DKK 429.0 million Additional Tier 1 capital in Arbejdernes Landsbank and DKK 380.0 million Additional Tier 1 capital to cover redemption of Additional Tier 1 capital (DKK 155.0 million) and Tier 2 capital (DKK 225.0 million) in Vestjysk Bank.

The Group has currently issued Tier 2 capital amounting to DKK 1,275.0 million, divided into three issues of DKK 900.0 million, DKK 250.0 million, and DKK 125.0 million, respectively. Additional Tier 1 capital and Tier 2 capital have been issued on terms that comply with the CRR requirements for recognition of own funds, and the Group has therefore recognised the capital issues in own funds.

The Group commenced issuing NPS instruments in Q3 2022. The Group issued NPS instruments for DKK 1.5 billion and SEK 700.0 million. Vestjysk Bank has independently issued debt to external investors of DKK 350.0 million in NPS instruments, but these cannot be included in the Group's MREL and are not included here.

The table below shows the Arbejdernes Landsbank Group's issuance of own funds as of 31 December 2022 (excluding redeemed issuances). All issuances meet the requirements laid down in the CRR.

Arbejdernes Landsbank Group's issues of subordinated debt as of 31 December 2022 (excluding redeemed issuances)

	ISIN	Currency	Principal	Issue date	First call date
Additional Tier 1 Capital		DKK	45.7	25-01-2021	25-01-2026
Additional Tier 1 Capital	DK0030484118	DKK	50.0	12-03-2021	12-03-2026
Additional Tier 1 Capital	DK0030421466	DKK	50.0	26-06-2018	26-06-2023
Additional Tier 1 Capital	DK0030510482	DKK	380.0	16-08-2022	16-08-2027
Additional Tier 1 Capital	DK0030497870	DKK	429.0	24-01-2022	24-04-2029
Tier 2 Capital	DK0030442892	DKK	900.0	21-05-2019	21-05-2026
Tier 2 Capital	DK0030448311	DKK	125.0	28-08-2019	28-08-2024
Tier 2 Capital	DK0030421540	DKK	250.0	26-06-2018	26-06-2023
Non-Preferred Senior	DK0030512181	DKK	1,000.0	16-09-2022	16-09-2026
Non-Preferred Senior	DK0030514476	DKK	500.0	09-11-2022	09-05-2025
Non-Preferred Senior	DK0030515796	SEK	700.0	09-12-2022	09-12-2024
Non-Preferred Senior	DK0030446109	DKK	30.0	27-09-2019	27-09-2023
Non-Preferred Senior	DK0030484381	DKK	140.0	11-03-2021	11-03-2024
Non-Preferred Senior	DK0030490941	DKK	180.0	18-06-2021	18-06-2025

2.4 Risk exposure amount and capital ratios

The total risk exposure amount (REA) is used to set the minimum capital requirement and to calculate the Group's capital ratios, capital buffers, individual solvency needs and MREL requirement. This risk exposure represents the basis for determining the capital that must be reserved relative to the risk undertaken by the Arbejdernes Landsbank Group involving credit, market, and operational risks.

The Arbejdernes Landsbank Group uses the following methods for calculating the risk exposure:

- The standardised approach for calculating credit risk.
- The standardised approach for calculating market risk.
- The SA-CCR method for calculating counterparty risk.
- The basic indicator approach for calculating operational risk.
- Collateral in the form of securities according to the extended method.
- Collateral in the form of mortgages on real property and cash deposits with the Arbejdernes Landsbank Group.

The table below shows capital ratios and the risk exposure amount for Arbejdernes Landsbank Group as of 31 December 2022.

Arbejdernes Landsbank Total Risk Exposure Amount and Capital Ratios

Risk Exposure Amount	<i>DKKm</i>
Credit Risk	46,762.0
Market risk	6,638.8
Operational risk	6,697.4
Total risk exposure amount	60,098.2
Capital ratios	<i>%</i>
Commen Equity Tier 1 Capital Ratio	16.1

Tier 1 Capital Ratio	17.8
Own Funds Ratio	19.8
MREL Ratio	23.0

The Group's capital ratio target has been calculated at 17.8 per cent., after deduction for the minority interests' share in Vestjysk Bank. With a capital ratio of 19.8 per cent. as of 31 December 2022, the Group thus has an excess cover of 2.0 percentage points. Relative to the statutory requirement of 15.7 per cent., the excess cover is 4.0 percentage points.

2.5 Individual solvency requirement

The individual solvency need is described in the Danish Financial Business Act and encompasses any additional capital requirements to cover risks which are not adequately covered by the 8 per cent. minimum requirement according to the CRR.

The Group applies the 8+ model, which is based on a minimum requirement of 8 per cent. of total risk exposure (pillar 1 requirement). Normal risks are assumed to be covered by the 8 per cent. capital requirement. Furthermore, the Group assesses the extent to which additional capital is needed to cover risk areas not covered by the 8 per cent. requirement (pillar 2). The total capital need is obtained by adding the capital need according to pillar 1 and pillar 2.

The model is based on the "Guidelines on adequate own funds and solvency need for credit institutions" from the Danish FSA, which lists benchmarks and methods for calculating any supplements to the individual solvency need (pillar 2 supplements) within a number of risk areas. The Board of Directors determines adequate own funds and the individual solvency need for the Group. The individual solvency need is calculated as the total capital need as a percentage of the total risk exposure calculated according to the provisions of the CRR.

The Group assesses that the calculation of the total capital need is sufficient to cover the risks assumed by the Group.

The table below shows the calculation of the solvency need for Arbejdernes Landsbank Group as of 31 December 2022.

Adequate own funds/solvency need by risk area at the end of 2022

	<i>DKKm</i>	<i>% of Risk Exposure Amount</i>
Minimum 8 % requirement		
Credit risk	3,741.0	6.2
Market risk	531.1	0.9
Operational risk	535.8	0.9
Total	4,807.9	8.0
Pillar II add-on to solvency need		
Credit risk	447.3	0.7
Market risk	593.2	1.0
Operational risk	306.5	0.5
Other risks	15.7	0.0
Total Pillar II add-on	1,362.7	2.3
Adequate own funds/solvency need	6,170.6	10.3

The Group's sufficient own funds as of 31 December 2022 have been calculated at DKK 6,170.6 million. This corresponds to a solvency need ratio of 10.3 per cent. DKK 4,188.3 million of the sufficient own funds is assigned to credit risk. In addition, DKK 1,124.3 million of the sufficient own funds is assigned to market risk. DKK 842.3 million is assigned to operational risk. The remaining DKK 15.7 million is assigned to other risks.

2.6 Combined buffer requirement

As a result of implementation of CRD IV in the Danish Financial Business Act, the Group is obligated to comply with the combined capital buffer requirement, which for the Group consists of a capital conservation buffer, the countercyclical capital buffer and the SIFI buffer. The capital buffer requirement can only be met through Common Equity tier 1 capital. Non-compliance with the capital buffer requirement will result in restrictions on the Group's possibilities to make dividend payments and other distributions. As a SIFI, the Group must meet a SIFI buffer requirement of 1 per cent. of the total risk exposure. The SIFI buffer is set on the basis of the Group's systemic importance and must be met through Common Equity Tier 1 capital.

The purpose of the capital conservation buffer is to ensure a more robust financial sector in terms of capital, and it has been fully phased-in since 2019 with a capital requirement of 2.5 per cent. of the total risk exposure. The countercyclical capital buffer is being activated by the Minister for Industry, Business and Financial Affairs and may be in the range of 0.0 per cent. to 2.5 per cent. of the total risk exposure. The countercyclical capital buffer is being activated in individual countries in the EU/EEA area, if supervisory authorities in these countries assess that lending growth is causing higher macro-economic risks. In December 2021, the Minister for Industry, Business and Financial Affairs decided to increase the countercyclical capital buffer to 2.0 per cent. from the end of 2022. Furthermore, the Minister for Industry, Business and Financial Affairs has decided to raise the buffer additionally to 2.5 per cent. from 31 March 2023, which the Systemic Risk Council still deems appropriate as per 20 December 2022.

The institution-specific countercyclical capital buffer for the Group is calculated on the basis of the Group's geographical distribution of credit exposures. For countries in which credit exposures exceed 2.0 per cent. of total credit exposures, the Group must reserve capital that matches the level of the countercyclical capital buffer in the country in question.

Geographical distribution of credit exposures at the end of 2022

	General exposures	credit Exposures in the trading portfolio	Total	Buffer rate
	<i>DKKm</i>	<i>DKKm</i>	<i>DKKm</i>	%
Denmark	69,709.6	25,933.0	95,642.6	94.7
Germany	394.9	2,394.8	2,789.7	2.8
Other countries *)	629.7	1,933.8	2,563.5	2.5
Total	70,734.1	30,261.6	100,995.8	100.0

*) "Other countries" refers to all exposures which amount to less than 2.0% of total general credit exposures and exposures in the trading portfolio. These are ascribed to Denmark when calculating the institution-specific countercyclical capital buffer.

Geographical distribution of own funds requirement at the end of 2022

	General credit exposures	Exposures in the trading portfolio	Total	Buffer rate
	<i>DKKm</i>	<i>DKKm</i>	<i>DKKm</i>	%
Denmark	3,620.2	196.0	3,816.2	96.7
Germany	29.5	11.1	40.6	1.0
Other countries *)	29.4	60.6	90.0	2.3
Total	3,679.1	267.7	3,946.8	100

*) "Other countries" refers to all exposures which amount to less than 2.0% of total general credit exposures and exposures in the trading portfolio. These are ascribed to Denmark when calculating the institution-specific countercyclical capital buffer.

In addition to Denmark, the Group only has credit exposures exceeding 2 per cent. in Germany. The Group's credit exposures in Germany are subject to a countercyclical capital buffer of 0.0 per cent., because Germany has not activated its countercyclical buffer. On the basis of the Group's credit exposures in Denmark and Germany, the institution-specific countercyclical capital buffer is therefore 1.9 per cent. for the Group.

The combined buffer requirement

Total risk exposure amount (<i>DKKm</i>)	60,098.2
Capital conservation buffer rate (%)	2.5
Institution-specific countercyclical capital buffer rate (%)	1.9
Systemically Important Institution buffer rate (%)	1.0
Capital conservation buffer rate (<i>DKKm</i>)	1,502.5
Institution-specific countercyclical capital buffer rate (<i>DKKm</i>)	1,168.8
Systemically Important Institution buffer rate (<i>DKKm</i>)	601.0
The combined buffer requirement (<i>DKKm</i>)	3,272.2

At the end of 2022, the combined capital buffer requirement consisted of the capital conservation buffer, the countercyclical capital buffer and a SIFI buffer, and it was calculated at DKK 3,272.2 million. The combined capital buffer was calculated at 5.4 per cent. of the Group's total risk exposure. The increase in the combined capital buffer requirement is attributable to the activation and increase of the countercyclical capital buffer, as well as to entry into force of the SIFI buffer.

The Danish FSA determines an indicative level for additional own funds for all banks to supplement the banks' solvency need and ensure that they have sufficient capital to absorb potential losses resulting from a stress scenario, without conflicting with the solvency need. The indicative level must be maintained in addition to the combined capital buffer requirement. The Danish FSA has informed the Group that the indicative level is covered by the Group's current own funds, and consequently, the indicative level of additional capital has been set at zero.

2.7 Excess cover in relation to the total capital requirement

The Group's capital ratio amounted to 19.8 per cent. at the end of 2022, corresponding to an excess cover of 4.0 percentage points relative to the total capital requirement of 15.7 per cent., comprising the solvency requirement of 8.0 per cent., the supplementary solvency need of 2.3 per cent. and the combined capital buffer requirement of 5.4 per cent.

The solvency requirement of 8.0 per cent. must be covered by at least 4.5 per cent. Common Equity Tier 1 capital, while at least 6.0 per cent. of the solvency requirement must be covered by Tier 1 capital. Tier 2 capital may account for up to 2.0 per cent. Corresponding relative quality requirements for capital apply to the supplementary solvency need. The combined capital buffer requirement can only be covered by Common Equity Tier 1 capital.

The table below shows that at the end of 2022, the Group had excess cover of DKK 2,960.3 million relative to the Common Equity Tier 1 capital requirement, and excess cover of DKK 2,775.0 million relative to the Tier 1 capital requirement. The excess cover for the Group's total capital requirement is DKK 2,429.1 million.

Capital composition in relation to capital requirement at the end of 2022

	Capital requirement	Capital requirement	Capital	Surplus capital
	%	DKKm	DKKm	DKKm
Common Equity Tier 1 capital	11.2	6,743.1	9,703.4	2,960.3
Tier 1 capital	13.1	7,900.1	10,675.1	2,775.0
Own funds	15.7	9,442.8	11,871.9	2,429.1

2.8 MREL requirement

According to the Danish Financial Business Act, the Danish FSA and Finansiell Stabilitet prepare plans for the winding-up of failing financial institutions. In this connection the Danish FSA stipulates requirements for own funds and eligible liabilities (MREL) for the individual banks. The purpose of the MREL requirement is to ensure that banks in distress have sufficient own funds and eligible liabilities to cover the bank's losses and to recapitalise the bank so that critical functions can be continued without using public funds. For SIFIs, an individual resolution strategy is drawn up. The overall aim of the strategy is to ensure that the Group can be returned to the market as a viable financial institution after restructuring. This will be through recapitalisation of the resolution group on a consolidated basis at resolution group level by writing down and converting creditors' claims.

The designation as a SIFI means that the Group will be subject to a MREL requirement corresponding to the sum of two-times the solvency need plus the capital conservation buffer and the SIFI buffer. The MREL requirement is defined by the Danish FSA as 23.4 per cent. of REA and will be phased-in linearly up to 1 January 2026. At 1 January 2023, the Group was subject to a MREL requirement of 14.3 per cent. of REA.

The MREL requirement can be met by, *inter alia*, Common Equity Tier 1 instruments and Preferred Senior (PS) instruments and Non-Preferred Senior (NPS) instruments with a maturity of more than 1 year. Common Equity Tier 1 capital used to meet the combined capital buffer requirement cannot simultaneously be used to meet the MREL requirement. Up to the final phase-in of the MREL requirement on 1 January 2026, the Group expects to have to issue approx. DKK 10.0 billion in Preferred Senior and NPS instruments to cover the MREL requirement, depending on changes in risk exposures, solvency need and requirements for the countercyclical capital buffer. Therefore, the Group has entered into collaboration with credit rating agency Moody's on credit rating of the Group as part of efforts to attract new investors and new capital. On 31 May 2022, Moody's published its first rating of the Group at Baa2 for the baseline credit assessment, and a rating of A2/P-1 for bank deposits. The Group commenced issuing NPS instruments in 2022, when the Group issued a total of DKK 1,500 million and SEK 700 million.

2.9 Future capital adequacy rules

On 27 October 2021, the European Commission announced a proposal to amend the CRR and the CRD, also known as Basel IV. The proposal entails that the expected date of entry into force of the amendments will be pushed from 1 January 2023 to 1 January 2025.

The Group uses the standardised approach for calculating risks and has noted that substantial changes to credit risk and market risk have been proposed under the standardised approach. The Group's projections show that the Group will also meet its capital targets after phase-in of Basel IV.

2.10 Leverage Ratio

The leverage ratio is calculated as Tier 1 capital according to the fully phased-in definition, in relation to the total exposure. Through its leverage policy, the Group has set a framework for managing and monitoring the risk of excessive leverage. The aim of the Group's leverage is set in accordance with the Group's risk strategy, and the Group assesses that a leverage ratio of more than 6.0 per cent. is appropriate in relation to the Group's business model.

Leverage risk is defined in the CRR, which stipulates that a bank must have a leverage ratio of at least 3.0 per cent.

At the end of 2022, the Group had a leverage ratio of 8.7 per cent. and thus meets both the minimum requirement and its leverage target by a solid margin.

Leverage Ratio at the end of 2022

Leverage ratio (%)	8.7
Tier 1 capital (DKK m)	10,675.1
Leverage-weighted exposures (DKK m)	123,039.1

2.11 Liquidity

Liquidity Risk is the risk that a lack of funding leads to excessive costs or prevents the Arbejdernes Landsbank Group from maintaining its business model or fulfilling its payment obligations.

Liquidity Risk is measured and controlled through a range of metrics with applicable limits, including net stable funding ratio (NSFR), liquidity covered ratio (LCR) and LCR-ratio under severe stress scenarios.

The Group's operations are predominately funded through the following two material funding sources:

- Deposits (retail and corporate deposits).
- Shareholders' equity and subordinated debt.

79 per cent. of the Group's deposits and other payables as pr. 31 December 2022 is covered by the Danish Deposit Guarantee Scheme. The remaining deposits are not covered by a guarantee scheme.

For short-term liquidity in foreign currency, the Group uses money-market funding from other credit institutions.

In the coming years, the issuance of NPS instruments will also be a material funding source for the Group.

2.11.1 Net stable funding ratio

The net stable funding ratio (NSFR) focuses on the long-term funding and serves to define the minimum acceptable amount of stable funding, based on the Group's liquidity characteristics of assets and activities over a one-year time horizon. The NSFR-ratio became a regulatory requirement from Q2-2021 with assumptions defined in CRR.

As of end 2022, the Group's NSFR-ratio was 140.9 per cent. Currently the Group's minimum target for NSFR is a Group-NSFR of 110 per cent.

The table below shows the calculation of Group-NSFR as pr. 31 December 2022.

Arbejdernes Landsbank Group - NSFR at the end of 2022

	<i>DKKbn</i>
Available stable funding	92.2
Required stable funding	65.5

2.11.2 Liquidity covered ratio

The Group is required to maintain an adequate level of unencumbered high-quality liquid assets that can be converted into cash to meet liquidity needs over a 30-calendar day horizon under a pre-defined significantly severe liquidity stress scenario. This is measured by the Liquidity Coverage Ratio (LCR) which is based on a 30-day liquidity stress scenario, with assumptions defined in the LCR regulation.

The primary focus in the management of the Group's LCR buffer is on the total amount of LCR eligible Level 1 and Level 2 assets whereas the split between Level 1a and other eligible LCR assets is of secondary importance as far as overall compliance is achieved.

Relative to the LCR Regulation, the Group calculated its LCR as of 31 December 2022 at 264.5 per cent. relative to the Group's minimum target for LCR of 130 per cent.

The table below shows the calculation of LCR for the Group pr. 31 December 2022.

Arbejdernes Landsbank Group - LCR at the end of 2022

	<i>DKKbn</i>
Total liquidity buffer	35.1
Net outflow	13.3
LCR (%)	264.5

The Group's compliance with the LCR-ratio in stress scenarios is monitored as well. Three scenarios are used: an idiosyncratic scenario, a capital market scenario and a combination scenario. The Group is responsible for ensuring that the Group can, at all times, meet critical survival horizons in the three scenarios.

3 Sustainability

Sustainability is high on the agenda for the Group, and the Group is constantly increasing its efforts and initiatives in line with the implementation of new and extensive regulation of the area and increasing business focus on ESG across business areas and units.

In 2022, the policy on corporate social responsibility and sustainability was expanded to cover the entire Group. The Group's overall approach to sustainability is to increase financing and investment in activities and businesses that contribute to sustainable development and the transition to a green economy, while at the same time working to reduce CO₂e emissions from financial and internal operations.

Arbejdernes Landsbank has signed the UN Principles for Responsible Banking, and in June 2022, the bank received the first UN evaluation report. Among other things, the report emphasises that the sustainability strategy is firmly integrated in Arbejdernes Landsbank's Executive Management and in strategic work on the climate agenda across business areas and units. Climate change is the source of a number of significant financial risks associated with assets that may be negatively affected by climate change and the green transition. Climate and environmental risks represent two main risk factors:

- Physical risks refer to the economic consequences of a changing climate, including more frequent extreme weather events and gradual changes in climate, as well as environmental degradation such as air, water and soil pollution, water stress, loss of biodiversity and deforestation.
- Transition risks refer to economic losses that directly or indirectly can result from the transition to a green and more environmentally sustainable economy. This could be triggered by relatively sudden adoption of climate and environment policies, technological advances or changes in market sentiment or preferences.

In 2022, the Group published its total CO₂e emissions associated with the Group's lending and investment activities. The CO₂e calculations for 2022 constitute the Group's baseline, as this is the first time Vestjysk Bank's business activities have been included. Calculation of CO₂e is one of several important steps in the process of getting an overview of the Group's impacts on the climate and efforts to reduce the CO₂e footprint associated with financed activities. The Group has an overriding wish that its customers and the businesses it invests in generally take responsibility for the climate, and the Group has an ambition to set specific CO₂e reduction targets for its lending and investment portfolios. The Group's initial focus is on transparency, action and specific initiatives that can help reduce emissions immediately.

Throughout 2022, the Group therefore focused on integrating the most recent member of the Group, Vestjysk Bank, into the sustainability strategy. Moreover, the policy on corporate social responsibility and sustainability has now been approved as a Group policy. Furthermore, the Group reports on relevant ESG metrics for the Group as a whole and in the individual

companies to clarify in which areas, and to what extent, the Group impacts the climate and the environment (E), social conditions (S) and governance (G) – positively as well as negatively. A joint strategy, policy and report will ensure that our initiatives relating to sustainability build on common principles throughout the Group, while enabling specific business initiatives, local solutions and common sense in practice.

Meetings between customers and their financial advisor can potentially accelerate the green transition, and therefore the Group places priority on including sustainability as an integral part of contact and dialogue with the Group's customers. In its value services Valified, the Group turns an otherwise complex conversation on sustainability into a specific and values-based dialogue with relevant business customers, who can get help to start their green transition and ESG reporting. Similarly, the Group has updated its investment advice and processes, so that the Group's financial advisors now ask about, and take into account, customers' sustainability preferences and match their wishes with the Group's portfolio of investment products in the best possible way.

By introducing a number of training programmes in Arbejdernes Landsbank, in 2022 the Bank trained its employees in sustainability and ESG. This has helped to establish basic knowledge about sustainability among many of the employees of Arbejdernes Landsbank, as well as more specialised knowledge about sustainability in the business and investment area among selected employees so that the employees are better equipped internally to help private customers and businesses with the transition to a more sustainable future.

4 Credit rating

Arbejdernes Landsbank is rated by Moody's. On 31 May 2022, Moody's assigned a long term unsecured rating of A2 and a short term unsecured rating of P-1 to Arbejdernes Landsbank. These ratings are based on a baseline credit assessment (BCA) and adjusted BCA of baa2. The rating of Arbejdernes Landsbank includes three notches of uplift on the basis of Moody's loss given failure analysis of Arbejdernes Landsbank. Moody's has affirmed these ratings in its credit opinion of 3 June 2022. Moody's credit rating report in respect of Arbejdernes Landsbank may be obtained via <https://www.al-bank.dk/en/investor-relations/moodys-rating>.

5 Legal and arbitration proceedings

Operating in a legal and regulatory environment exposes the Arbejdernes Landsbank Group to potentially significant litigation and regulatory risks. The Arbejdernes Landsbank Group is and may become involved in various disputes and legal proceedings in Denmark and other jurisdictions, including litigation and regulatory investigations. Such disputes and legal proceedings are subject to many uncertainties, and outcomes are often difficult to predict, particularly in the earlier stages of a case or investigation.

The Arbejdernes Landsbank Group is a party to a certain number of legal disputes arising from its business activities. Provisions for legal disputes are recognised where a legal or constructive obligation has incurred as a result of past events and it is probable that there will be an outflow of resources that can be reliably estimated. The Arbejdernes Landsbank Group estimates these legal disputes on the basis of an evaluation of the most likely outcome. Provisions are measured at the present value of the anticipated expenditure for settlement of the legal or constructive obligation that reflects the risks specific to the obligation.

As at the date of this Prospectus there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had in the past 12 months, significant effects on the financial position or profitability of the Issuer and/or the Arbejdernes Landsbank Group.

TAXATION

Persons considering the purchase, ownership or disposition of the Notes should consult their own tax advisers concerning the tax consequences in the light of their particular situation. No representations with respect to the tax consequences of any particular Noteholder are made hereby.

Danish Taxation

The following is a summary description of the taxation in Denmark of the Notes according to the Danish tax laws in force as of the date of this Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The summary assumes that the Noteholder is the beneficial owner of the Notes and payments thereon. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of the Notes, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as professional dealers in securities) may be subject to special rules. Potential investors are under all circumstances strongly recommended to contact their own tax advisor to clarify the individual consequences of their investment, holding and disposal of the Notes. The Issuer makes no representations regarding the tax consequences of purchase, holding or disposal of the Notes.

Taxation at source

Under existing Danish tax laws, no general withholding tax or coupon tax will apply to payments of interest or principal or other amounts due on the Notes, other than in certain cases on payments in respect of controlled debt in relation to the Issuer as referred to in the Danish Corporation Tax Act (Consolidated Act no. 1241 of 22 August 2022, as amended from time to time) (in Danish: *selskabsskatteloven*). This will not have any impact on Noteholders who do not directly or indirectly control, or are controlled by, the Issuer, and provided that the Noteholders and the Issuer are not in a relationship due to joint control by a group of shareholders.

Resident Noteholders

Private individuals, including persons who are engaged in financial trade, companies and similar enterprises resident in Denmark for tax purposes or receiving interest on the Notes through their permanent establishment in Denmark are liable to pay tax on such interest.

Capital gains are taxable to individuals and corporate entities in accordance with the Danish Capital and Exchange Gains Act (Consolidated Act no. 1390 of 29 September 2022, as amended from time to time) (in Danish: *kursgevinstskatteloven*). Gains and losses on Notes held by corporate entities are generally taxed in accordance with a mark-to-market principle (in Danish: *lagerprincippet*), i.e. on an unrealised basis.

Gains and losses on Notes issued to individuals are generally taxed on a realised basis. The net gains are taxed as capital income at a rate of up to 42 per cent. in 2022. However, this tax rate does not apply if the individual is engaged in financial trade and considered a professional trader. The gain or loss will only be included in the taxable income when the net capital gain or loss for the year on all debt claims, debt denominated in foreign currency and investment certificates in bond-based investment funds subject to the minimum taxation exceeds a total of DKK 2,000 (2023 level).

A variety of features regarding interest and principal may apply to the Notes. The applicable taxation of capital gains to corporate entities or individuals will depend on the features applicable to the Notes in question.

Non-resident Noteholders

Under existing Danish tax laws, payments of interest or principal amounts to any non-resident Noteholder are not subject to taxation in Denmark, other than in certain cases on payments in respect of controlled debt in relation to the Issuer as referred to under “*Taxation at source*” above. Thus, no Danish withholding tax will be payable with respect to such payments and any capital gain realised upon the sale, exchange or retirement of a Note will not be subject to taxation in Denmark, other than in certain cases on payments in respect of controlled debt in relation to the Issuer as referred to under “*Taxation at source*” above.

This tax treatment applies solely to Noteholders who are not subject to full tax liability in Denmark or included in a Danish joint taxation scheme and do not carry on business in Denmark through a permanent establishment to which the Notes are allocated.

The Proposed Financial Transactions Tax (“FTT”)

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (together, the “**participating Member States**”). However, Estonia has since stated that it will not participate.

The Commission’s Proposal has a very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) Regulation (EC) no. 1287/2006 are expected to be exempt.

Under the Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

U.S. Foreign Account Tax Compliance Act Withholding

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “**foreign financial institution**” (as defined by FATCA) may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Denmark) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Notes (as described under Condition 18 (*Further issues*)) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Noteholders should consult their own tax advisers regarding how these rules may apply to their investment in Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

The Dealers have in an amended and restated programme agreement dated on or about the date of this Prospectus (the “**Programme Agreement**”) agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. The Programme Agreement extends to those matters stated under “*Terms and Conditions of the Notes*”. The Programme Agreement, *inter alia*, provides that the Issuer will pay each relevant Dealer a commission payable by the Issuer in respect of such purchase of Notes. Furthermore, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and further updates of the Programme and the issue of Notes under the Programme. The Programme Agreement also makes provision for the resignation or termination of the appointment of existing Dealers and for the appointment of additional Dealers either generally in respect of the Programme or in relation to a particular tranche of Notes.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, US persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted by the Programme Agreement, it has not offered or sold and will not offer, sell or deliver Notes of any identifiable Tranche (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, US persons and it will have sent to each Dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, US persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering of the Notes of the Tranche of which such Notes are a part, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Prohibition of Sales to EEA Retail Investors

Unless the relevant Final Terms, in respect of any Notes specifies “Prohibition of Sales to EEA Retail Investors” as “**Not Applicable**”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the relevant Final Terms, in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the relevant Final Terms, in respect of any Notes specifies “Prohibition of Sales to EEA Retail Investors” as “**Not Applicable**”, in relation to each Member State of the EEA, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the relevant Final Terms, in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (i) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

- (ii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer(s) nominated by the Issuer for any such offer; or
- (iii) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (i) to (iii) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

United Kingdom

Prohibition of Sales to United Kingdom Retail Investors

Unless the relevant Final Terms, in respect of any Notes specifies “Prohibition of Sales to United Kingdom Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Prospectus as completed by the relevant Final Terms, in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
 - (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the relevant Final Terms, in respect of any Notes specifies “Prohibition of Sales to United Kingdom Retail Investors” as “Not Applicable” in relation to the United Kingdom, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the relevant Final Terms, in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

- (i) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (ii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation), in the United Kingdom subject to obtaining the prior consent of the relevant Dealer(s) nominated by the Issuer for any such offer; or
- (iii) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (i) to (iii) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision the expression an “**offer of Notes to the public**” in relation to any Notes in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

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

Denmark

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer, sell or deliver any of the Notes directly or indirectly in Denmark by way of a public offering, unless in compliance with, as applicable, the Prospectus Regulation, the Danish Consolidated Act no. 41 of 13 January 2023 on Capital Markets, as amended, and Executive Orders issued thereunder and in compliance with Executive Order no. 191 of 31 January 2022, as amended, supplemented or replaced from time to time, issued pursuant to the Danish Financial Business Act.

Norway

Each Dealer has represented and agreed that, unless the Issuer has confirmed in writing to each Dealer that the Prospectus has been filed with the Financial Supervisory Authority of Norway, it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Norway or to residents of Norway except:

- a) in respect of an offer of Notes addressed to investors subject to a minimum purchase of Notes for a total consideration of not less than €100,000 per investor, or in respect of Notes whose denomination per unit amounts to at least €100,000;
- b) to “professional investors” (in Norwegian: *profesjonelle kunder*) as defined in Section 10-6 of the Norwegian Securities Trading Act of 29 June 2007 no. 75;
- c) to fewer than 150 natural or legal persons (other than “professional investors” as defined in section 10-6 of the Norwegian Securities Trading Act of 29 June 2007 no. 75); or
- d) in any other circumstances provided that no other such offer of Notes shall result in a requirement for the registration or the publication by the Issuer of a prospectus pursuant to the Norwegian Securities Trading Act of 29 June 2007 no 75.

Notes denominated in Norwegian Krone (NOK) may not be offered or sold, directly or indirectly, within the Kingdom of Norway or to or for the benefit of Norwegian purchasers, unless such Notes are registered with VPS (*Verdipapirsentralen ASA* (branded as *Euronext Securities Oslo*)) or another securities depository which is properly authorised or recognised by the Financial Supervisory Authority of Norway as being entitled to register such bonds pursuant to the CSD Act and the CSDR.

Sweden

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not, directly or indirectly, offer for subscription or purchase or issue invitations to subscribe for or buy or sell any Notes or distribute any draft or final document in relation to any such offer, invitation or sale in Sweden except in circumstances that will not result in a requirement to prepare a prospectus pursuant to the provisions of the Prospectus Regulation or any other laws applicable in Sweden.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act no. 25 of 1948, as amended, the “**FIEA**”). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act no. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of and, otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

General

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will (to the best of its knowledge and belief) comply with all applicable securities laws, regulations and guidelines (where relevant and applicable) in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Prospectus or any advertisement or other offering material and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws, regulations and guidelines (where relevant and applicable) in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Dealer shall have any responsibility therefor.

Neither the Issuer nor any of the Dealers represents that any Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer shall agree.

GENERAL INFORMATION

1. The Issuer has obtained all necessary consents, approvals and authorisations in Denmark in connection with the issue and performance of the Notes. The establishment of the Programme (and subsequent updates hereof) was duly authorised by a resolution of the Board of Directors of the Issuer passed on 23 August 2023.
2. There has been no significant change in the financial performance or position of the Issuer or the Group since 30 June 2023 nor has there been any material adverse change in the financial position or prospects of the Issuer since 31 December 2022.
3. There has been no recent events particular to the Issuer which are to a material extent relevant to an evaluation of the Issuer's solvency.
4. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) as at the date of this Prospectus which may have, or have had in the past 12 months, significant effects on the financial position or profitability of the Issuer and/or the Group.
5. The Common Code, the International Securities Identification Number ("ISIN"), Financial Instrument Short Name ("FISN"), Classification of Financial Instruments Code ("CFI") (as applicable) and (where applicable) the identification number for any other relevant clearing or settlement system for each Tranche and Series of Notes will be set out in the relevant Final Terms.
6. There are no material contracts that are not entered into in the ordinary course of the Issuer's business which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Notes being issued.
7. Certain information in this Prospectus has been sourced from third parties. Where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third-party information is identified where used. The Prospectus does not include expert statements or reports.
8. As long as Notes are capable of being issued under the Programme, (a) copies of the documents listed in sub-paragraphs (i), (iii) and (iv) below (and English translations where the documents in question are not in English) will, when published, be available at <https://www.al-bank.dk/en/management-of-the-bank/general-meeting> and/or <https://www.al-bank.dk/om-banken/ir/gaeld-og-fundingstrategi>, and (b) the document listed in sub-paragraph (ii) below will be available for physical inspection at the Issuer's registered head office during usual business hours on any business day in Denmark where the Issuer is open for business:
 - (i) the Articles of Association of the Issuer;
 - (ii) the memorandum of association of the Issuer (in Danish: *stiftelsesdokument*);
 - (iii) a copy of this Prospectus;
 - (iv) any future supplements and Final Terms to this Prospectus.The document specified in sub-paragraph (i) above is a direct English translation of the Danish language original. In the event that there are any inconsistencies or discrepancies between the Danish language versions and the English translations thereof, the original Danish language versions shall prevail.
9. EY Godkendt Revisionspartnerselskab, Dirch Passers Allé 36, DK-200 Frederiksberg, Denmark, represented by Thomas Hjortkjær Petersen (mne no. 33748) and Bjørn Würtz Rosendal (mne no. 40039) State Authorised Public Accountants and members of Foreningen af Statsautoriserede Revisorer have audited the Issuer's consolidated annual financial statements for the financial years ended 31 December 2021 and 31 December 2022, which were prepared in accordance with the Danish Financial Business Act (and Executive Orders issued pursuant thereto) and in accordance with International Financial Reporting Standards as adopted by the EU, without qualification. EY Godkendt Revisionspartnerselskab has not audited, reviewed, or produced any report on any other information provided in this Prospectus.
10. Some of the Dealers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer or its affiliates. They have received,

or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

11. The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.
12. In this Prospectus, references to websites or uniform resource locators (each, a “**URL**”) are inactive textual references and are included for information purposes only. The contents of any such website or URL shall not form part of, or be deemed to be incorporated into, this Prospectus unless that information is incorporated by reference into this Prospectus.

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