Prospectus for Northmill Group AB (publ)

SEK 100,000,000

Floating Rate Callable Tier 2 Capital Bonds

ISIN: SE0026821332

This Prospectus was approved by the Swedish Financial Supervisory Authority on 5 November 2026. The validity of this Prospectus will expire within twelve (12) months after the date of its approval, provided that it is completed by any supplement required pursuant to Article 23 of the Prospectus Regulation. The obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.

Manager

DNB Carnegie Investment Bank AB

VINGE

IMPORTANT INFORMATION

This prospectus (the "**Prospectus**") has been prepared by Northmill Group AB (publ), Reg. No. 556786-5257 (the "**Company**" or the "**Issuer**"), together with each of its direct and indirect subsidiaries from time to time ("**Northmill**" or the "**Group**"), in relation to the application for listing of the SEK 100,000,000 floating rate callable tier 2 capital bonds with ISIN: SE0026821332 issued on 21 November 2025 (the "**Bonds**") on the corporate bond list of Nasdaq Stockholm Aktiebolag, Reg. No. 556420-8394 ("**Nasdaq Stockholm**") pursuant to the Terms and Conditions, as defined below. DNB Carnegie Investment Bank AB (the "**Manager**") has acted as manager in connection with the issue of the Bonds.

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

Solely for the purposes of the product governance requirements set forth in Directive 2014/65/EU as amended ("**MiFID II**"), the target market assessment made by the Manager and the Issuer in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is eligible counterparties and professional clients only, each as defined in MiFID II; (ii) the negative target market for the Bonds is clients that seek full capital protection or full repayment of the amount invested, are fully risk averse/have no risk tolerance or need a fully guaranteed income or fully predictable return profile; and (iii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a "**Distributor**") should take into consideration the Manager's and the Issuer's target market assessment. However, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the Manager's and the Issuer's target market assessment) and determining appropriate distribution channels.

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

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

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

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

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

TABLE OF CONTENTS

1 RISK FACTORS 5

2 RESPONSIBLE PARTIES AND APPROVAL BY THE RELEVANT AUTHORITY 27

3 INFORMATION ABOUT THE ISSUER 29

4 THE BONDS IN BRIEF 34

5 TERMS AND CONDITIONS 38

6 DETAILS REGARDING ADMISSION TO TRADING 72

7 BOARD OF DIRECTORS AND EXECUTIVE MANAGEMENT 73

8 FINANCIAL INFORMATION 79

9 LEGAL AND SUPPLEMENTARY INFORMATION 81

10 DOCUMENTS AVAILABLE FOR INSPECTION 88

11 ADDRESSES 89

1 RISK FACTORS

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

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

1.1 RISKS RELATED TO THE GROUP

1.1.1 Risks associated with the Issuer's financial situation

1.1.1.1 Liquidity and funding risk

Liquidity risk is the risk that the Group is unable to meet its payment obligations as they fall due, or can only do so by raising funds at significantly higher costs. The Group operates in a capital-intensive sector where consumer loans are disbursed in cash, which requires robust liquidity management and sufficient liquid resources prior to loan origination.

The Group's lending is mainly financed through deposits from the public as well as through its own operations. Liquidity risk primarily arises if the Group fails to attract a sufficient volume of deposits or if net withdrawals exceed expectations. Such withdrawals may result from price competition, negative rumours about the Group, the banking sector or the financial system more broadly.

A failure to maintain sufficient liquidity, whether through deposits, asset sales, or external borrowings on reasonable terms, could materially adversely affect the Group's ability to fund further lending and meet its obligations, which in turn could negatively impact its business, financial position and results of operations.

The Group considers that the probability that the abovementioned risks materialise to be medium. If the risks would materialise, the Group considers the potential negative impact to be high.

1.1.1.2 Interest rate risks

Interest rate risk is the risk that the Issuer's current and future net interest deteriorates due to an unfavourable change in the market. Interest rate risk arises when the interest rates cannot be changed simultaneously on the funding and lending sides. A deterioration of the Issuer's net interest due to an unfavourable and significant change in the Issuer's funding costs (including but not limited to increases in costs not directly linked to changes in market rates) could have a material adverse effect on the Issuer's financial position and results of operations.

The Group has incurred, and may further incur, financial indebtedness to finance its business operations. Such indebtedness may carry floating interest rates and generate funding costs which

may be higher than the gains produced by the investments made by the Group. Borrowing to make investments increases the Group's exposure to the risk of capital loss and higher interest expenses. The interest rates applicable to such financing are affected by a number of external factors beyond the Group's control, including but not limited to government and central bank interest rate policies. An increase in interest rates could entail an increase in the Group's interest expenses, which would have an adverse effect on the Group's business, financial position and results of operations.

The Issuer estimates that the impact on the net interest income of the Group over the next twelve-month period, with a rise/fall in interest rates by one (1) percentage point, amounts to +/- SEK 10,300,000 based on all interest-bearing assets and liabilities as of 30 September 2026.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be low.

1.1.1.3 Risk relating to the Issuer being dependent on its subsidiary Northmill Bank AB

The Issuer is the parent company in the Group and is dependent on its subsidiaries which are integrated in the Issuer's business. The Issuer's operations and earnings are affected by the results and operations of its subsidiaries. Failure in performance by the Issuer's subsidiaries and/or limitations or restrictions on the transfer of funds between companies within the Group may negatively affect the Group's operations, financial position and earnings and in turn the performance of the Issuer under the Bonds. Also, the Bonds are structurally subordinated to its subsidiaries' creditors. As a consequence thereof and given that the Issuer is to some extent dependent on its subsidiaries' results and operations, in the event of the Issuer's liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*), each Bondholder's amount received will to some extent be affected by the subsidiaries' result and their rights, under existing financial arrangements, to transfer funds to the Issuer by way of e.g. dividends. The flow of funds from the subsidiaries to the Issuer could be limited due to statutory or contractual limitations imposed on the subsidiaries.

As of the latest financial period, approximately 100 per cent. of the Group's revenue is derived from Northmill Bank AB. This high dependency underscores the critical nature of Northmill Bank AB's financial position and operational performance to the Issuer's ability to service its debt obligations, including the Bonds.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be high.

1.1.1.4 Refinancing risks

Refinancing risk is defined as the risk that financing cannot be obtained at a particular time, that financing can only be obtained at greater expense, or that lenders have difficulty in discharging their obligations. Through the issuance of the Bonds, the Group has incurred external debt and is consequently exposed to refinancing risk.

The Group may eventually be required to refinance certain or all of its outstanding debt, including the Bonds and any additional debt that the Group may incur. The Group's ability to successfully refinance its debt depends, among other things, on the conditions of the credit markets, the capital markets and the Group's own financial condition at such time. There is a risk that the Group's access to financing sources will not be available on favourable terms or not available at all. If the Group is unable to refinance its debt obligations on favourable terms, or to refinance them at all, there is a risk

that this would have an adverse effect on the Group's business, financial position and results of operations and on the prospects of recovery by the Bondholders under the Bonds.

The Group considers that the probability that the abovementioned risks materialise to be medium. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.1.2 Risks associated with the Issuer's business and industry

1.1.2.1 Credit and counterparty risk and off-balance sheet items

Credit risk is defined as the risk that the Group's counterparties will be unable to perform their financial obligations to the Group. Credit risk is primarily attributable to lending/financing to customers, while a counterparty risk arises when the counterparty to the relevant member of the Group with a business relation, other than pure lending/financing from the Group, fails to perform its obligations thereunder. Therefore, even if a single customer's suspension of payments would have little effect as a whole, there is a risk that the Group's counterparties will be unable to perform their obligations. The Group is exposed to counterparty risk in all contracts, not only specifically towards its debtors, but also towards e.g. debt collectors and other contractual counterparties. If a number of counterparties are unable to perform their financial or other obligations to the Group, there is a risk that this would have an adverse effect on the Group's business, financial position and results of operations.

Credit risk is the principal risk in the Group's unsecured consumer lending. There is a risk that some debtors will not be able to repay their credit in full and on time due to variations in the debtors' payment abilities.

Furthermore, a limited number of loans represent a relatively large share of the Group's total loan portfolio. As of 30 September 2026, the ten largest loans, all of which are secured, account for approximately 15.8 per cent. of the total outstanding loan balance and the largest individual loan represents a relatively significant exposure in relation to the loan portfolio. Consequently, the Group is exposed to concentration risk, as a potential default or deterioration in the credit quality of one or more of these larger loans could have a material adverse effect on the Group's financial position and results of operations.

Credit risk arises in all lending operations, investments and other business operations where future incoming cash flows are expected from counterparties. Credit risk is a predominant factor within the Group's core businesses. Further, reliable valuation of credit opportunities is important before a credit is granted, as an adequate margin is required to cover costs and risks. To assess the credit risk and set credit limits, a risk assessment is made before lending. The evaluation process includes making a customer credit rating based on the customers' financial situation and cross-reference with earlier behavioural statistics and other factors.

An adverse change in the credit quality of the Group's customers or other counterparties or failure by the Group in correctly assessing credit quality could affect the recovery and value of the Group's assets and require an increase in provisions made for bad and doubtful loans. Provisions for these adverse changes and other provisions would consequently adversely affect the Group's business, financial position and results of operations.

In the event that any of the risks described above would materialise, the results of operations and the financial position of the Group could be materially and adversely affected.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be high.

1.1.2.2 Risks related to the Group's credit rating process

The Group has internal credit approval policies in place and applies several credit scoring models to ensure that the desired risk profile of the loan portfolio is maintained. There is a risk that the projections obtained using such models will prove inaccurate or that the Group will deviate from the models and credit approval policies when granting consumer credits, which would lead to an increased risk profile and declining credit quality of the portfolio.

There is a risk that declining credit quality and increased impairment levels will impact profitability and ultimately have an adverse effect on the Group's business, financial position and results of operations and the Issuer's ability to fulfil its payment obligations under the Bonds.

The Group considers that the probability that the abovementioned risks materialise to be medium. If the risks would materialise, the Group considers the potential negative impact to be high.

1.1.2.3 Currency risk

The Group operates in Finland, Sweden, Norway and Poland. The Group also operates in Germany and the Netherlands through a Luxembourg entity. The Group generates revenue in EUR, NOK and SEK and has cost items in SEK, NOK, EUR and PLN. However, the Group's reporting currency is SEK and the Group is as a consequence exposed to currency exchange risks to the extent that the assets, liabilities, revenues and expenses of the Group are denominated in currencies other than SEK. Consequently, there is a risk that fluctuations in the value of SEK relative to NOK, EUR and PLN will adversely affect the amount of these items in the Group's consolidated financial statements, even if the value has not changed in the original currency.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be low.

1.1.2.4 Dependency on key personnel

The Group is dependent on the knowledge, experience and commitment of its employees, and to some extent consultants, for its current operations and continued development. The Group is also dependent on key individuals at management level and a number of key employees who have been employed in the Group for many years and who together have developed the day-to-day operations and system within the Group. There is a risk that such key personnel will leave the Group in the future, or that they will take up employment with a competing business. Further, there is a risk that the Group will not be able to recruit new, sufficiently capable personnel to the extent that the Group wishes. If the Group fails to keep, replace or recruit new key personnel, there is a risk that the Group loses key individuals which would have an adverse effect on the Group's business, financial position and results of operations.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be low.

1.1.2.5 Reputational risk

Significant aspects of the business carried on by the Group rely on there being confidence in the Group as an operator or in the employee with whom the customer primarily communicates. Therefore, the Group's reputation is key to its ability to retain and develop relationships with existing and potential customers, but also in respect of employees, public authorities and other parties with whom the Group cooperates and conducts business. There is a risk that the Group's employees or external consultants would perform their work in such a way that has an adverse effect on the Group's reputation or business. There is a risk that accusations that the Group's employees or external consultants have failed to perform their work correctly would damage the Group's reputation. There is also a risk that established or alleged misconduct by other operators in the financial services market would have an adverse effect on the reputation of the market which the Group operates. Further, there is a risk that mismanagement or misconduct by the Group's employees or consultants would result in supervisory authorities claiming or establishing (based on such mismanagement or misconduct) that the Group has failed to implement satisfactory supervisory systems and procedures to inform employees or consultants about applicable rules, or to detect and manage infringements of such rules. As a result, there is a risk that adverse regulatory measures would be imposed on the Group, including fines and other sanctions. There is a risk that the measures taken by the Group to detect and prevent mismanagement and misconduct would be insufficient. If the Group's reputation is damaged, there is a risk that this would adversely affect the Group's ability to attract new customers, retain existing customers, maintain relationships with external parties, and obtain financing, which would subsequently have an adverse effect on the Group's business, financial position and results of operations.

The Group relies on its brands to maintain and attract new customers and employees. Any negative publicity or announcement relating to the Group may, whether or not it is justified, deteriorate the brand value and have a negative effect on the Group's business, financial position and results of operations.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.1.2.6 Risk relating to the macroeconomic environment

The Group's business is subject to inherent risks arising from general and sector-specific economic conditions. A deterioration in economic conditions globally and in the markets in which the Group operates, including, but not limited to business and consumer confidence, unemployment, household disposable income, the state of the housing market, consumer travel patterns, foreign exchange markets, counter-party risk, inflation, the availability and cost of credit, the liquidity of global financial markets, market share prices, or market interest rates may reduce the level of demand for the products and services of the Group. This may adversely affect the earnings the Group can achieve on its products and lead to reduced revenue and increased levels of impairment charges. The aforementioned factors may materially and adversely impact the Issuer's operating results, financial condition and prospects.

The exact nature of the risks faced by the Issuer in relation to the macroeconomic environment is difficult to predict and guard against in view of the fact that many of the related risks to the business are totally, or in part, outside the control of the Issuer.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.1.2.7 Market risk

Market risk is the risk of loss resulting from changes in interest and foreign exchange rates, as well as changes in the market value of any marketable securities, equity prices or other market-related instruments held by the Group. Fluctuations in the debt, foreign exchange or, where applicable, equity markets could affect the market value and liquidity of the Issuer's assets. In addition, the occurrence of such events may have an adverse impact on the revenue generated from the Issuer's primary activities.

The Group considers that the probability that the abovementioned risks materialise to be medium. If the risks would materialise, the Group considers the potential negative impact to be low.

1.1.2.8 Competition risk

The Group currently has a large number of competitors in the market. There is a risk that existing and new competitors on the market will grow stronger and that an increase in competition will lead to increased costs with regards to seeking out new customers, as well as retaining current customers. The Group's competitors consist of both large, well-established, financially strong companies and banks and smaller niche companies and banks that are particularly competitive within certain groups of products/services. There is a risk that some of the competitors will have competitive advantages over the Group, such as the ability to offer a wider range of services to customers, a higher degree of specialisation, or a larger local focus, and more substantial financial, marketing and other resources than the Group currently has. Furthermore, any increase in the volume of financial regulations could lead to increased costs for regulatory compliance which in turn could result in greater consolidation of the industry. The Group's possibility to compete also depends upon the Group's ability to anticipate future market changes and trends and to rapidly react to existing and future market needs. If the Group fails to meet the competition from new and existing companies or fails to react to market changes or trends, there is a risk that this will have an adverse effect on the Group's business, financial position and results of operations.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be low.

1.1.2.9 Operational risks

Operational risk arises from human errors and system faults, insufficient or defective internal procedures or external events, to which the Group is exposed. Operational risk also includes risks pertaining to reputation and strategy as well as legal risk. The Group is affected by certain factors to maintain and develop systems (including lending models), maintain financial and operating controls, monitor and manage its risk exposures, keep accurate records, provide high-quality customer service and develop and sell profitable products and services in the future. Such factors are critical to the success of the Group's business continuity planning, the uninterrupted and efficient operation of its information and communications systems, including its information technology, and the successful development and implementation of new systems. Deficiencies or errors in internal processes and control routines, human errors, or external events that affect operations may occur. This could result

in a material adverse effect on the Issuer's financial position, business, products and services it offers or its assets.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.1.2.10 Risks related to IT infrastructure and cyber security

The Group depends on information technology (IT) and information and communication technology (ICT) to manage critical business processes and its operations in general. The Group's business primarily operates through its IT systems, which are used for administrative purposes and for delivering services to customers. For example, all lending to customers is conducted through the Group's IT systems, including credit assessment, sourcing programs, and online application and approval processes. Many employees work full time on developing and maintaining the Group's IT systems.

There is a risk that extensive downtime of network servers, cyberattacks, IT viruses, system malfunctions, human error, internal process deficiencies, or external events affecting the Group's infrastructure – or that of its service providers – could disrupt operations. Such disruptions may lead to transaction errors, loss of customers, lost profits, reputational damage, regulatory or litigation exposure, and increased administrative and remediation costs.

The Group faces both external and internal ICT risks. External threats include cyberattacks such as ransomware and distributed denial-of-service (DDoS) attacks, which are increasing in frequency and complexity. Financial institutions like the Group are prime targets for cybercriminals due to the potential for financial gain and access to sensitive data. Insider threats, whether intentional or due to negligence, also present a significant risk, particularly among ICT personnel who may inadvertently or deliberately compromise systems.

The reliance on third-party service providers increases the complexity of managing ICT risks. The Group is fully responsible for failures by its service providers, and such failures could have an adverse impact on operations, financial results, and reputation. Rapid technological developments, short product life cycles and complex system integration further increase the risk of failing to implement technical changes or maintain operational resilience in a timely manner.

The Group is subject to extensive regulatory requirements in relation to ICT risks and digital operational resilience, including the EU Digital Operational Resilience Act (Regulation (EU) 2022/2554, "**DORA**"), which imposes obligations on ICT risk management, continuity planning, incident reporting, supply chain risk management, and resilience testing. Non-compliance with EU or Swedish regulations could result in sanctions, including administrative fines, and have an adverse effect on the Group's reputation, market perception, financial position, and results of operations.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be high.

1.1.2.11 Risk management

Operating within the banking sector and offering financial products and services involves taking calculated risks. The risks related to these products and services are taken deliberately and shall be

reflected in, and covered by, the prices offered to the customers. Significant risks that the Group is exposed to are credit and counterparty risk, market risk, strategic risk, risks relating to disruptions in the global credit markets and economy, liquidity risk, operational risk, IT and cybersecurity risk, regulatory risk and competition and business risks. There is a risk that the Group has not implemented appropriate systems and controls to mitigate such risks and investors should be aware that there is a risk of failure to control such risks which would have an adverse impact on the performance and reputation of the business and ultimately, the Group's business, financial position and results of operations.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be high.

1.1.2.12 Agreements with business partners

The Group is currently collaborating with debt collectors and/or partners in order to sell off debt in connection with the Group's consumer lending. The receivables that are distressed are sold to debt purchasing companies. The Group, to some extent, sells part of its non-performing loans to debt collectors and/or partners. In addition, the extent to which the Group is affected by credit losses depends on its ability to sell its receivables on appropriate terms.

The Group relies on third-party providers for debt collection management, with one serving as its primary provider for non-performing loans, while maintaining dual sourcing and an alternative supplier. Should any of the debt collectors and/or partners which the Group collaborate with, for any reason, cease to cooperate with the Group and the Group is unable to develop further relationships with its debt collector and the Group will fail to replace such a debt collector, there is a risk that it would subsequently have an adverse effect on the Group's business, financial position and results of operations.

Some of the Group's customers are directed from external third-party sources, primarily loan brokers. Should such external parties, for any reason, cease to cooperate with the Group, there is a risk that this would adversely affect the inflow of new customers to the Group which would subsequently have an adverse effect on the Group's business, financial position and results of operations.

Furthermore, agreements with the Group's debt collectors, partners and loan brokers may be subject to termination or non-renewal, whether upon notice, due to breach, or as a result of other contractual triggers. If any such key agreement were to be terminated, there is a risk that the Group would need to devote significant time and resources to identify, negotiate and implement alternative collaboration arrangements or service providers. During such a transition period, the Group could experience interruptions in debt sales, delays in collections or reduced customer inflows, any of which could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.1.2.13 Risks relating to service providers and third-party collaborators

The Group is dependent on several service providers for the continuity of its operations and delivery of products and services. The Group's most significant service providers include Amazon Web Services (cloud infrastructure), Megasol Technologies AB (critical banking system, ledger

management etc.), Marqeta, Inc. (card processing and fraud monitoring etc.), Raisin DS (deposit customer acquisition etc.), Arktika Capital AB, Riverty Sweden AB and Partner Inkasso AB (debt collection services etc.).

The Group's dependence on these providers and collaborators exposes it to risks of service disruption, underperformance, concentration, sub-outsourcing, data security, compliance and cost inflation. If the Group cannot adequately assess and evaluate the service providers and the third-party collaborators and subsequently turn out to be unable to maintain anticipated service levels, be unable to provide services in accordance with assumed cost structure, lack the appropriate authorisations or permits for the services provided and/or lack a robust IT infrastructure, there is a risk of a material adverse impact on the Group's reputation and business.

Furthermore, incidents or accusations against the service providers and the third-party collaborators with whom the Group has a commercial relationship risk leading to adverse publicity that would damage the Group's reputation, even if the Group is not involved. If the Group is required to replace or commence collaboration with new service providers there is also a risk that this will lead to significant work in evaluating and approving a new party, increased costs as well as difficulties for the Group in obtaining corresponding services within a reasonable time and on acceptable terms. If such risks materialise, this might have a significant adverse impact on the Group's business.

Moreover, the Group is especially dependent on third parties to supply IT-services in regard to telephone service, network service and data centre space. If any of these services were to experience material problems, the Group estimates that it could cause some of the Group's services to be unavailable for up to 24 hours, which in turn would have a material adverse effect on the Group's offering.

In addition, agreements with the Group's critical service providers and partners are generally limited in duration and may include termination or non-renewal rights in favour of such third parties. Accordingly, there is a risk that one or more of these agreements may be terminated or not renewed, whether for commercial, operational or regulatory reasons. Should such termination or non-renewal occur, the Group could experience delays in securing replacement providers and transitioning operations, which could result in temporary service disruptions, increased costs or reduced operational efficiency. Any such events could have a material adverse effect on the Group's business, financial position, reputation and results of operations.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be high.

1.1.2.14 Anticipated benefits of existing and potential future mergers, acquisitions, joint ventures or strategic alliances may not be realised

From time to time, the Group may evaluate acquisitions, such as bolt-on acquisitions, that are in line with the Group's strategic objectives and the Group has also made such acquisitions in the past.

There is a risk that future acquisitions will be subject to unidentified risks and undertakings by the Group to pay additional purchase price to the sellers. There is a risk that such additional payments would have an adverse effect on the Group's business, financial position and results of operations.

There is a risk that future acquisition activities will present certain financial, managerial and operational risks, including difficulties when integrating or separating businesses from existing operations and challenges presented by acquisitions which do not achieve sales levels and profitability that justify the investments made by the Group. If the future acquisitions are not successfully integrated, there is a risk that the Group's business, financial condition and results of operations will be adversely affected. Also, there is a risk that future acquisitions will result in the incurrence of debt, contingent liabilities, amortisation costs, impairment of goodwill or restructuring charges, any of which will have an adverse effect on the Group's business, financial position and results of operations.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be low.

1.1.2.15 Risks relating to insurance

The Group's insurance policies do not cover all risks that may materialise within the Group's business, for example in connection with the loan protection offered to customers or credit risks taken by the Group, resulting in the total amount of the Group's losses not being compensated by the Group's insurances in case of damages. Further, certain types of risks or events cannot be insured and will, thus, not be covered by the Group's insurances. If the Group's insurance coverage proves to be insufficient it will have an adverse effect on the Group's business, financial position and results of operations.

The Issuer's subsidiary, Northmill Bank AB, is acting as an intermediary to an insurance company which offers, payment protection and income protection insurance policies according to which customers on certain conditions are insured against risks of unemployment, sickness and death. The Group retains commission for a successful intermediary of these insurance policies. Since the Group is not an insurance company, no compensation is paid from the Group. However, since the Group retains commissions for its role as an intermediary, there is a risk that a decline in sales of insurance policies would result in reduced revenues from commissions and increased risks for credit losses since less customers would have insurance coverage. If any of these events would materialise, it would have an adverse effect of the Group's business, earnings and financial position.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be low.

1.1.3 Legal and regulatory risks

1.1.3.1 Regulatory risk

The Issuer's operations are subject to legislation, regulations, codes of conduct and government policies in the jurisdictions in which it conducts business and in relation to the products it markets and sells. Regulatory authorities have broad jurisdiction over many aspects of the Issuer's business, marketing and selling practices, advertising and terms of business. In the aftermath of the global financial crisis and continuing thereafter, many initiatives for regulatory changes have been taken and this impacts the regulatory situation for the financial industry. Thus, financial services laws, marketing laws (including restrictions on the marketing of consumer loans and co-operations with external parties, e.g. loan brokers), laws on enforcement and seizure (including changes to legislation

on wage garnish or other measures to recover defaulted loans), regulations, codes of conduct, government policies and/or their respective interpretations currently affecting the Issuer may change and it cannot predict future initiatives or changes.

There is a risk that the Issuer's financial performance will be adversely affected should unforeseen events relating to regulatory risk arise in the future, which may materially and adversely affect, amongst other things, the Issuer's product range and activities, the sales and pricing of its products, the Issuer's profitability, solvency and capital requirements and may give rise to increased costs of compliance.

The Issuer's business is heavily regulated and is supervised by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) (the "**SFSA**"). Although the Issuer has a risk and compliance function in place, there is a risk that the Issuer will not be in compliance with all relevant regulation at all times. Should the SFSA consider that the operations of the Issuer are not sound or that the Issuer is otherwise in breach of laws or regulations that apply to it, the SFSA may impose administrative sanctions on the Issuer, such as disciplinary reprimands, warnings, fines and order to take remedial action. The SFSA may also revoke the Issuer's licence to engage in the banking business. For example, a revocation of the Issuer's licence as a credit institution would require the Issuer to enter into liquidation if no exemption is granted; such scenario would materially affect the Issuer's ability to repay the Bonds. In addition, the Group is to material extent dependent on deposits from private persons which rely on the state-provided guarantee of deposits, also known as the deposit insurance guarantee (Sw. *insättningsgaranti*). If the regulations relating to deposit insurance were to change, there is a risk that the customers of the Group would no longer be covered, or would be covered to a lesser extent, by the deposit insurance. This could lead to a loss of customer confidence, resulting in withdrawals of deposits and a reduction in the Group's funding base. A decreased deposit base would likely increase the Group's funding costs and limit its ability to extend new loans or manage liquidity efficiently, which could have a material negative effect on the Issuers operating results, financial condition and prospects and thus also on the Issuer's ability to repay the Bonds.

It shall also be noted that an increased cost pressure with respect to legal and regulatory compliance may affect the Issuer's earnings and financial position. If any of the above sanctions materialise following the appeal-processes or if any new sanctions are imposed, it may have a negative effect on the Issuer's business, financial position and results.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be high.

1.1.3.2 Regulatory capital requirements

The Basel Committee on Banking Supervision has published guidelines for capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions and the minimum requirements for regulatory capital to ensure loss absorbency at the point of non-viability (the "**Basel III Framework**"). The aim of the framework is, among other things, to improve the ability of credit institutions to absorb shocks arising from financial and economic stress. The framework raises both the quality and quantity of the capital base and increases capital requirements for certain positions. The framework also introduces buffer requirements in the form of both a capital conservation buffer, a countercyclical capital buffer and additional capital

buffers for systemic importance, on a global, European or domestic basis. The regulatory framework will continue to evolve, and any changes could have a material impact on the Issuer's business.

At the EU level, changes corresponding to the Basel III Framework have been made in the form of (i) a directly applicable European Parliament and Council Regulation establishing the prudential requirements for credit institutions and investment firms (known as the Capital Requirements Regulation or "**CRR**" (Regulation (EU) No 575/2013), as amended by e.g. Regulation (EU) 2019/876 ("**CRR II**") and Regulation (EU) 2024/1623 ("**CRR III**")) and (ii) a European Council Directive governing access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (known as "**CRD IV**" (Directive 2013/36/EU, as amended by e.g. Directive (EU) 2019/878 ("**CRD V**") and Directive (EU) 2024/1619 ("**CRD VI**"))). Recent changes include the introduction of a so-called Pillar 2-guidance ("**P2G**") which is determined as part of the Supervisory Review and Evaluation Process ("**SREP**") and is a bank-specific recommendation. The P2G is a non-binding supervisory recommendation and a violation of the P2G does not automatically lead to consequences such as restrictions in dividends. If the P2G is breached the SFSA has the possibility to intensify its supervision or decide on a binding Pillar 2 requirement.

Furthermore, the conditions of the Issuer's business as well as external conditions are constantly changing. For the foregoing reasons, the Issuer and/or its consolidated situation may be required to raise additional regulatory capital (including e.g. following future SREP for the Issuer and the associated P2G as determined by the SFSA in connection therewith) and such changes could result in the Issuer's and/or its consolidated situation's existing regulatory capital ceasing to count either at the same level as present or at all. Any failure by the Issuer and/or its consolidated situation to maintain any increased regulatory capital requirements or to comply with any other requirements introduced by regulators could result in intervention by regulators or the imposition of sanctions, which may have a material adverse effect on the Issuer's profitability and results and may also have other effects on the Issuer's financial performance and on the pricing of the Bonds, both with or without the intervention by regulators or the imposition of sanctions. In addition, under the CRD, an institution that fails to meet its combined buffer requirement is subject to automatic restrictions on distributions, including payments on Additional Tier 1 Capital instruments. In such circumstances, the institution is required to calculate a maximum distributable amount (MDA) and may not make distributions in excess of that amount. Accordingly, even in the absence of any supervisory intervention, a reduction in the Issuer's capital buffers could result in a mandatory cancellation, in whole or in part, of interest payments on the Bonds. Any market perception or concern regarding compliance with future capital adequacy requirements, could increase the Issuer's and the Group's borrowing costs and limit its access to capital markets, which could have a material adverse effect on results of operations, financial condition and liquidity.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.1.3.3 Licenses held by the Group

The Group is dependent on Northmill Bank AB's authorisations from the SFSA, including its licence to conduct banking business pursuant to the Swedish Banking and Financing Business Act (2004:297), and its licence to engage in financing activities such as consumer credit, credit agreements relating to real estate and factoring. If the SFSA were to withdraw Northmill Bank AB's licences for any reason, the business of Northmill Bank AB would cease and the Group might also

have to cease a majority or all of its current operations. There is a risk that other administrative sanctions imposed by the SFSA would cause significant reputational risk, which would have an adverse effect on the Group's business, financial position and results of operations.

Further, the Group is dependent on Northmill Bank AB, filial i Finland's authorisations from the SFSA, including licences to conduct cross-border insurance intermediation, provide payment services under PSD2, accept deposits and other repayable funds, and engage in lending activities such as consumer credit, real estate credit agreements and factoring. In addition, the Group reports to the Finnish credit register, and this reporting has been outsourced to Lowell Suomi Oy.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be high.

1.1.3.4 The Bank Recovery and Resolution Directive

The EU Directive 2014/59/EU, known as the Bank Recovery and Resolution Directive ("**BRRD**"), as amended by Directive (EU) 2019/879 ("**BRRD II**") supplements the CRR II and CRD V legislative package. The BRRD was implemented in Sweden mainly by way of the new Swedish Resolution Act (Sw. *lag (2015:1016) om resolution*) which entered into force on 1 February 2016. The purpose of the BRRD legislative package is to harmonise national rules on bank recovery and resolution, providing authorities, including the National Debt Office as resolution authority and the SFSA as competent authority, with common tools and powers to address banking crises proactively in order to safeguard financial stability and minimise taxpayers' exposure to losses.

National resolution authorities (the National Debt Office (Sw. *Riksgälden*) for Sweden), in consultation with competent authorities, are required to prepare resolution plans setting out how a firm might be resolved in an orderly fashion and its essential functions preserved, if it were to fail. This includes the potential application of resolution tools and powers, as well as options for ensuring the continuity of critical functions. The resolution tools and powers referred to above which may be used, alone or in combination, include amongst other things, a sale of business tool - which enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms and a general bail-in tool - which gives resolution authorities the power to write-down all or a portion of the principal amount of, or interest on, certain other eligible liabilities (which could include the Bonds), whether subordinated or unsubordinated, of a financial institution in resolution and/or to convert certain unsecured debt claims (which could also include the Bonds) into another security, including common equity tier 1 instruments of the surviving entity, which could also be subject to any further application of the general bail-in tool. The Member State may also as a last resort provide extraordinary public financial support through public equity support and temporary public ownership tools. Moreover, in addition to the general bail-in tool, the BRRD legislative package provides for relevant authorities to have the further power, before any other resolution action is taken, to permanently write-down or convert into equity relevant capital instruments such as the Bonds at the point of non-viability (see the risk factor "*Loss absorption at the point of non-viability of the Issuer*" below for further information).

The powers set out in the BRRD will impact how credit institutions are managed as well as, in certain circumstances, the rights of creditors. Holders of debt instruments (such as the Bonds) may be subject to write-down or conversion into equity on any application of the general bail-in tool and non-viability loss absorption, which may result in such holders losing some or all of their investment.

However, as the Issuer has not been deemed to constitute a systemically important institution by the National Debt Office at the date of this Prospectus, the Issuer would currently not, as a main rule, be subject to resolution, and subsequently not subject to any of the resolution tools and powers, in the event of financial difficulties of the Issuer.

Furthermore, to ensure that banks always have sufficient loss-absorbing and recapitalisation capacity, the BRRD requires firms to maintain at all times a sufficient aggregate amount of own funds (as defined in Article 4(1)(118) of the CRR) and eligible liabilities (as defined in Article 2(1)(71a) of the BRRD namely, liabilities that may be bailed-in using the bail-in tool). This is known as the minimum requirement for own funds and eligible liabilities or MREL. The minimum requirement is calculated as the amount of own funds and eligible liabilities expressed as a percentage of the total risk exposure amount calculated in accordance with Article 92(3) of the CRR and the total exposure measure calculated in accordance with Articles 429 and 429a of the CRR.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be high.

1.1.3.5 Legal disputes, claims and investigations

Claims or legal actions may now or in the future be taken against the Group. The Group may also be subject to criminal investigations and regulatory investigations and actions relating to, for example, protection of personal data legislation. Disputes, claims, investigations and actions of these types may be time-consuming, disturb normal operations, involve large sums of money, have a negative impact on customer relationships and result in both administrative and legal sanctions and measures that entail significant expenses. The outcome of such proceedings may not correspond to the way the outcome is perceived by the market, and the Group's reputation may be impacted in a way which adversely affects its results of operations and financial position.

Given that the bank sector which the Group operates in is highly regulated there is a risk that the Issuer may be subject to disputes, claims, injunctions, investigations and actions which could result in costs for the Group which may have significant unfavourable effects on the Group's financial position, performance, market position and pricing of the Bonds.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.1.3.6 Risks related to money-laundering and fraudulent behaviour

The Group handles a large number of payments within the ordinary course of business and is therefore exposed to risks relating to money laundering and fraud. Should the Group fail to detect fraudulent activities, such as identity theft and illegal interception of data, there is a risk that the Group will not be able to retain repayment of outstanding loans. There is a risk that lack of repayments due to the above circumstances may lead to increased costs that will not be covered by the Group's insurance, which would have an adverse effect on the Group's earnings and financial position. Further, if the Group is in breach of money laundering legislation, the SFSA (or corresponding authority in another country as applicable) may impose administrative sanctions on the Group, including fines and revocation of credit market license, which could have a material adverse effect on the Group's business and reputation.

Northmill Bank AB is currently subject to an investigation by the SFSA regarding its compliance with applicable anti-money laundering regulations. The investigation, which commenced in October 2023, covers Northmill Bank AB's general risk assessment, customer due diligence procedures and guidelines, customer risk assessment, customer due diligence measures, reporting of suspicious transactions and/or activities to the Swedish Police Authority, and monitoring of business relationships and transactions. The investigation is part of the SFSA's broader supervisory activities within this area and is currently ongoing. There is a risk that the outcome of the investigation could result in supervisory actions, including sanctions, which could have an adverse effect on the Group's reputation, business, financial position and results of operations.

The Group considers that the probability that the abovementioned risks materialise to be medium. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.1.3.7 Personal data security risks

The General Data Protection Regulation (Regulation (EU) 2016/679) (the "**Regulation**") has been adopted at EU level and, as of 25 May 2018 has replaced the Swedish Personal Data Act (Sw. *personuppgiftslagen (1998:204)*). The Regulation contains stringent sanctions for failure to comply with the rules. Among other things, the supervisory authority is given the right to impose administrative fines of up to EUR 20,000,000, or four per cent. of the Group's annual global turnover, if the Group breaches certain rules. Given the nature of the business that is being conducted by the Group, personal data is being handled to a large extent and any failure by the Group to comply with the Regulation would subject it to litigation, civil or criminal penalties and adverse publicity, which could affect the Group's operations, financial position and earnings.

The Group considers that the probability that the abovementioned risks materialise to be medium. If the risks would materialise, the Group considers the potential negative impact to be high.

1.1.3.8 Taxes and charges

The Group operates in several jurisdictions within the European Union, including Finland and Poland, and conducts its business in accordance with its interpretation of applicable tax regulations and applicable requirements and decisions in all such jurisdictions. There is a risk that the Group's or its advisers' interpretation and application of laws, provisions and judicial practice has been, or will at some point be, incorrect or that such laws, provisions and practice will be changed, potentially with retroactive effect. Given the Group's operations in several jurisdictions, the abovementioned risks are exponentially higher than if such operations should be conducted in one jurisdiction. Further, future interpretations or developments of tax regimes may affect the Group's tax liability, return on investments and business operations. If any such event should occur, the Group's tax liabilities can increase, which could have a negative effect on its earnings and financial position.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be low.

1.1.3.9 Intellectual property rights

The Group is actively working both internally but also with external third parties to protect its brands, names and domain names in the jurisdictions in which the Group operates. The Group's brands are

of importance, especially Northmill, Easycredit, Credigo and Credway. If the Group's protection of its trademarks and names is insufficient, or if the Group is not able to detect unauthorised use of its intellectual property rights in time or if the Group infringes any third-party intellectual property rights, there is a risk that this will result in an adverse effect on the Group's business, financial position and results of operations.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.1.3.10 Changes in legislation and accounting principles

A number of legislations and regulations (including, without limitation, competition regulations and taxes) affect the business conducted by the Group. Changes to local legislation require the Group's respective local subsidiaries to adapt operations to ensure compliance with such changes. While the Group takes comprehensive measures to comply with the legal framework and specific local regulatory requirements of each jurisdiction in which it operates, there is a risk that local courts, regulatory agencies and financial supervisory authorities would issue new regulations or interpretations or find the Group's services to be in violation of local or EU-wide legal requirements (such as license requirements, maximum interest rate provisions, transparency requirements or other regulatory requirements). There is a risk that failure to timely implement procedures that comply with new regulations will have an adverse effect on the Group's business, financial condition, or results of operations. Further, there is a risk that new or amended legislation and regulations would call for unexpected costs or impose restrictions on the development of the business operations which would have an adverse effect on the Group's business, financial position and results of operations.

The Group's business is affected by the accounting rules that, from time to time, are applied in the jurisdictions where the Group conducts business, including for example international financial reporting standards or other generally accepted accounting principles. There is a risk that the Group's financial reporting and internal control when applying the current accounting rules, but also future accounting rules, will be affected by and must be adapted to changed accounting rules or a changed application of such accounting rules. There is a risk that this entails an uncertainty regarding the Group's accounting, financial reporting and internal control and adversely affect the Group's accounted earnings, balance sheet and equity, which could have an adverse effect on the Group's operations, earnings and financial position. Further, there is a risk that new or amended legislation and regulations will call for unexpected costs or impose restrictions on the development of the business operations which will have an adverse effect on the Group's business, financial position and results of operations.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.1.3.11 Ownership

The Issuer is currently controlled by several shareholders, whose interests may conflict with the Bondholders', particularly if the Issuer encounters difficulties or is unable to pay its debts as they fall due. The owners have the power to control all matters to be decided by vote at a shareholders' meeting and have the ability to appoint the board of directors of the Issuer. The owners may also have an interest in pursuing acquisitions, divestitures, financings or other transactions that, in its

judgment, could enhance its equity investments, although such transactions might involve risks to the Bondholders. Furthermore, the Terms and Conditions do not prevent the owners or their affiliates from acquiring or operating competing businesses, which could divert customers and revenues from the Issuer, adversely affecting its liquidity and ability to pay interest and principal on the Bonds.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.1.3.12 Corporate governance and internal control

The Issuer is subject to the risk that executives may make decisions that are not consistent with the Group's strategies, internal guidelines and policy documents. Further, employees within the Group and other persons related to the Issuer, such as its partners, may perform acts that are considered unethical, are criminal (e.g. violation of applicable bribery and anti-corruption legislation) or otherwise contrary to applicable laws and regulations (e.g. non-compliance with applicable protection of personal data legislation) or the Issuer's internal guidelines and policy documents. If the Issuer's internal controls and other measures to ensure compliance with laws, regulations, internal guidelines and policy documents prove to be insufficient, the Issuer's reputation may be harmed or the Issuer may be affected by public law sanctions, including penalties or fines, which could negatively affect the Issuer's operations, financial position and earnings and in turn the performance of the Issuer under the Terms and Conditions.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.2 RISKS RELATING TO THE BONDS

1.2.1 The Issuer's obligations under the Bonds are subordinated

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

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

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

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

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

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.2.3 The price of the Bonds may be volatile

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

The Group considers that the probability that the abovementioned risks materialise to be medium. If the risks would materialise, the Group considers the potential negative impact to be low.

1.2.4 Credit risks

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

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.2.5 Admission to trading, liquidity and the secondary market

The Issuer shall ensure that the Bonds remain admitted to trading on Nasdaq Stockholm (or another Regulated Market) for as long as any Bonds are outstanding. However, the Issuer is dependent upon Nasdaq's continued approval and compliance with applicable listing requirements. Thus, there is a risk that the Bonds may be suspended from trading or de-listed, temporarily or permanently. If the Issuer fails to maintain the listing, each Bondholder has the right to request that all, or some only, of

its Bonds shall be repurchased. If the Issuer fails to maintain the listing, Bondholders holding Bonds on an investment savings account (Sw. *ISK/Investeringssparkonto*) will no longer be able to hold the Bonds on such account, thus affecting such Bondholder's tax situation.

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

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.2.6 Interest rate risks

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

The Group considers that the probability that the abovementioned risks materialise to be medium. If the risks would materialise, the Group considers the potential negative impact to be low.

1.2.7 Exchange rate risks

The Issuer pays principal and interest on the Bonds in Swedish Kronor. This presents certain risks relating to currency conversions if a Bondholder's financial activities are denominated principally in a currency or currency unit other than Swedish Kronor (the "**Bondholder's Currency**"). Accordingly, a Bondholder is exposed to exchange rate risk if relevant exchange rates fluctuate significantly (including, but not limited to, fluctuations due to a devaluation of the Swedish Kronor or a revaluation of the Bondholder's Currency) or authorities with jurisdiction over the Bondholder's Currency impose or modify relevant exchange controls (if any), which could adversely affect an applicable exchange rate. As a result, the value of interest or principal received in a Bondholder's own currency may be less than expected due to fluctuations in exchange rates.

The Group considers that the probability that the abovementioned risks materialise to be medium. If the risks would materialise, the Group considers the potential negative impact to be low.

1.2.8 Substitution or variation of the Bonds

Subject to Clause 15 (*Amendments and waivers*) of the Terms and Conditions and the prior written permission of the SFSA, the Issuer may, at its option and without the permission or approval of the relevant Bondholders, elect to substitute or vary the terms of all (but not some only) outstanding Bonds so that they become or remain, as applicable, Qualifying Securities if a Capital Disqualification Event or Tax Event occurs.

There is a risk that, due to the particular circumstances of each Bondholder, any Qualifying Security will be less favourable to a Bondholder in all respects or that a particular Bondholder would not make the same determination as the Issuer as to whether the terms of the relevant Qualifying Security are not materially less favourable to Bondholders than the terms of the relevant Bonds. The substitution or variation of the Bonds may thus lead to changes in the Bonds that have effects that are less favourable in the opinion of a Bondholder. The Issuer bears no responsibility towards the Bondholders for any adverse effects of such a substitution or modification (including, without limitation, any adverse tax consequence suffered by any Bondholder). The degree to which the Bonds may be substituted or modified is uncertain and presents a significant risk to the return of the Bonds.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be low.

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

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

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

The Group considers that the probability that the abovementioned risks materialise to be high. If the risks would materialise, the Group considers the potential negative impact to be low.

1.2.10 The Terms and Conditions contains limited rights for the Bondholders or the Agent to accelerate the Bonds

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

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be low.

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

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

The Group considers that the probability that the abovementioned risks materialise to be medium. If the risks would materialise, the Group considers the potential negative impact to be medium.

1.2.12 The benchmark regulation

The Bonds have a floating rate structure on 3-month STIBOR plus a margin. The process for determining STIBOR and other interest rate benchmarks ("**Benchmarks**") is subject to a number of regulatory reforms, some of which have already been implemented and some of which are currently in progress. The most comprehensive initiative on this area is the Benchmarks Regulation (Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds) (the "**BMR**") which came into force on 1 January 2018 and regulates the provision of Benchmarks, the contribution of input data to Benchmarks and the use of Benchmarks within the EU. Increased administrative requirements and the regulatory risks associated therewith could lead to participants no longer wanting to participate in the determination of Benchmarks, or that certain Benchmarks are discontinued. Should that be the case for STIBOR and e.g. the relevant fall-back solution evident from the Terms and Conditions would not work properly, it may lead to difficulties determining and calculating interest which in turn could lead to costly and time-consuming discussions in respect of the matter. The calculation of the fall-back solution evident from the Terms and Conditions could also be less favourable to the Bondholders than comparable fall-back solutions in the market. This could have a negative impact on the Bonds, the Issuer and/or the Bondholders.

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be low.

1.2.13 Bondholder representation and majority decisions by the Bondholders

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

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

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be low.

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

Subject to applicable law and giving notice in accordance with the Terms and Conditions, the Issuer has the option to redeem the Bonds five years after they have been issued anytime within the Initial Call Period or on any Interest Payment Date falling after the Initial Call Period. If the Issuer considers

it favourable to exercise such a call option, the Issuer must obtain the prior consent of the SFSA before the option is exercised.

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

The Group considers that the probability that the abovementioned risks materialise to be low. If the risks would materialise, the Group considers the potential negative impact to be low.

2 RESPONSIBLE PARTIES AND APPROVAL BY THE RELEVANT AUTHORITY

2.1 Statement of responsibility

The issuance of the Bonds was authorised by resolutions taken by the Board of Directors of the Company on 30 October 2025 and the Bonds were subsequently issued by the Company on 21 November 2025.

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

This Prospectus has been approved by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) as competent authority under the Prospectus Regulation. The Swedish Financial Supervisory Authority only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer that is the subject of this Prospectus. Further, such approval should not be considered as an endorsement of the quality of the securities that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Bonds.

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

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

2.2 Interest of advisors

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

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

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

2.3 Use of proceeds

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

2.4 Costs relating to the listing

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

2.5 Credit rating relating to debt securities

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

3 INFORMATION ABOUT THE ISSUER

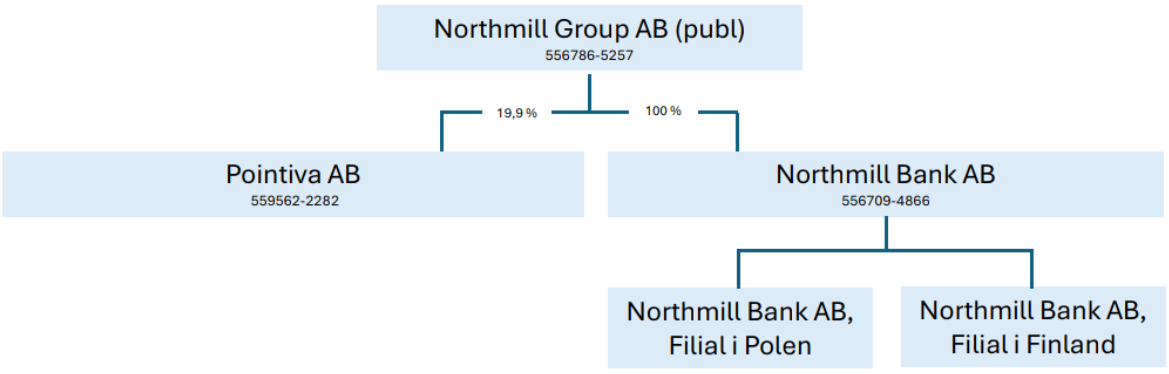
3.1 Legal group structure

The Company's business is conducted in accordance with the Swedish Companies Act (Sw. *aktiebolagslagen*). Northmill Group AB (publ), which is the Company's legal name and commercial name (Sw. *handelsbeteckning*) (Reg. No. 556786-5257), is a Swedish public limited company which was founded and registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on 31 July 2009. The Company's LEI code is 549300SKVKSWCEA24V49. The Company has its registered office in Stockholm, and the telephone number of its office is 08-400 070 40. More information about the Issuer and its subsidiary Northmill Bank AB can be found on Northmill's website, https://www.northmill.com/se/. The information on Northmill's website, or on any other referenced website, does not form part of the Prospectus unless incorporated into the Prospectus by reference, and has not been reviewed or approved by the competent authority.

According to the Company's current articles of association, adopted on 25 May 2021, the Company's business shall consist of owning and managing immovable and movable property, acquiring and managing shares in other companies, and carrying out activities consistent with this.

Northmill Bank AB (the "**Subsidiary**") (being the Subsidiary's legal and commercial name (Sw. *handelsbeteckning*)) is registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*), with registration number 556709-4866. The Subsidiary was founded on 3 July 2006 in Sweden in accordance with Swedish law. The Subsidiary is a Swedish private limited liability company and the Subsidiary's operations are regulated by Swedish law, including but not limited to, the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*). The Subsidiary's LEI code is: 2549005TTUFPR93NZP53. The Subsidiary's registered address is: Regeringsgatan 20, 111 53 Stockholm, Sweden and it has its registered office in Stockholm.

According to the Subsidiary's current articles of association, adopted on 11 March 2019, the Subsidiary's business shall consist of carrying on banking business as defined in Chapter 1, Section 3 of the Banking and Financing Business Act (2004:297), as well as such financial activities as are consistent with Chapter 7, Section 1 of the Banking and Financing Business Act (2004:297), as well as activities that are naturally connected thereto.



The Group consists of two (2) companies, the Issuer and its wholly-owned subsidiary Northmill Bank AB, which operates branches in Finland and Poland. The Group also holds an indirect minority interest of 19.9 per cent. in Pointiva AB. The ownership structure is illustrated in the diagram above.

3.2 The Group's business and operations

3.2.1 Northmill at a glance

The Group is a Swedish digital banking group founded in 2006, with its registered office in Stockholm. The Group's operations consist primarily of banking services and payment services, as well as insurance intermediation. Banking operations, including lending and deposit-taking, are carried out in the Subsidiary. The Issuer functions solely as a holding company and does not conduct any operating business of its own.

On the consumer (B2C) side, the product offering includes amortizing loans, revolving credit facilities, purchase financing (Buy-Now-Pay-Later), and mortgage loans secured by real property or housing cooperative shares. The Group also offers deposit products to retail and corporate customers in the form of savings accounts and fixed-term deposits, and issues debit cards to retail customers, complemented since 2026 by a premium card subscription.

In 2025, Northmill expanded its consumer proposition with a flexible mortgage product and added value-added services such as travel insurance. On the corporate (B2B) side, the Group provides revolving credit facilities to small and medium-sized enterprises, primarily in Sweden but also within the EU, as well as building finance (construction credit) and auto loans.

Northmill has operated a branch in Finland since 2015 and a technology and operations hub in Poland since 2016. The Group also gathers deposits outside Sweden, offering both fixed-term and floating-rate deposits to customers in Germany and Ireland.

3.2.2 History

The table below provides an overview of key events in the Group's history.

Date	Key events
2006	Northmill founded in Stockholm, Sweden.
2007	Easycredit launches.
2013	Credigo launches.
2015	Northmill opens a branch in Finland.
2016	Tech hub launches in Poland.
2017	Northmill offers insurance services.
2019	Northmill is granted a Swedish banking license.

2021	Debit cards for retail customers.
2022	Acquisition of MoreFlo.
2024	Launch of the corporate banking service and business loans of up to 1 MSEK.
2025	Launch of business loans for larger companies.
2026	Launch of a premium subscription for the bank card.

3.2.3 Liquidity and financial position

3.2.3.1 Liquidity

The Group's primary source of financing consists of customer deposits, which as of 30 September 2026 amounted to SEK 7,605,374,000. The deposits are sourced from retail and corporate customers, with the retail segment accounting for SEK 7,132,117,000 and the corporate segment for SEK 473,257,000. The Group's deposit-gathering activities are conducted in Sweden, Germany and Ireland, supported by a liquidity facility at the Swedish central bank. Historically, deposits have shown good stability, and the Group aims to match lending and deposits by currency. Based on the maturity analysis as of 31 December 2025, the vast majority of customer deposits, SEK 5,851,500,000, had a maturity of less than one year or no defined maturity date, whilst only SEK 4,900,000 had a maturity of between one and two years.

The liquidity reserve consists of cash and balances at central banks, lending to credit institutions and securities in the form of bonds and other interest-bearing instruments. Cash and balances at central banks amounted to SEK 593,683,000 as at 30 September 2026. Lending to credit institutions amounted to SEK 118,644,000 as at the same date. The securities portfolio comprised treasury bills and other eligible bills of SEK 478,093,000 and bonds and other interest-bearing securities of SEK 294,524,000 totalling SEK 772,617,000. Based on the 2025 annual report, the bond portfolio consisted of bonds issued by Swedish municipalities and Swedish credit institutions. In total, cash and balances at central banks, lending to credit institutions and securities amounted to SEK 1,484,944,000, corresponding to approximately 15.4 per cent of total assets.

The Group's assets and liabilities are primarily financed at floating interest rates. As of 30 September 2026, the estimated impact on the Group's net interest income over a twelve-month period from a change in interest rates of 1 percentage point was +/– SEK 10,300,000. As of 31 December 2025, a decrease in market interest rates by 2 percentage points would have reduced the value of interest-bearing assets and liabilities, including derivatives, by SEK 20,200,000, while a corresponding increase would have raised the value by SEK 26,100,000.

The Liquidity Coverage Ratio (LCR) stood at 331.61 per cent as of 30 September 2026, exceeding the regulatory minimum requirement of 100 per cent. The Net Stable Funding Ratio (NSFR) stood at 119.35 per cent, exceeding the regulatory minimum requirement of 100 per cent.

3.2.3.2 Borrowings

In addition to customer deposits, the Group finances its operations through subordinated loan capital (Tier 2) and Additional Tier 1 (AT1) capital instruments. As of 30 September 2026, subordinated loan capital amounted to SEK 244,497,000 and AT1 instruments to SEK 275,000,000.

The subordinated loan capital consists of the Bond which is the subject of this Prospectus. In the beginning of the second quarter of 2026, the Group also issued an Additional Tier 1 capital instrument (AT1) in an aggregate principal amount of SEK 275,000,000 in order to optimise the Group's capital structure and strengthen its capital base for continued growth. In September 2026, the Group issued additional Tier 2 capital instruments (T2) in an aggregate principal amount of SEK 150,000,000.

As of 31 December 2025, the consolidated situation's Common Equity Tier 1 (CET1) ratio stood at 20.9 per cent, its Tier 1 capital ratio at 20.9 per cent and its total capital ratio at 22.8 per cent. The applicable overall capital requirements (including Pillar 1, Pillar 2 and the combined buffer requirement) were 10.2 per cent for CET1, 12.2 per cent for Tier 1 capital and 14.7 per cent for total capital, plus a Pillar 2 guidance (P2G) of 3.5 per cent. All reported capital ratios were well above these requirements. As of 30 September 2026, following the AT1 issuance and continued growth in risk-weighted assets, the CET1 ratio stood at 15.84 per cent, the Tier 1 capital ratio at 19.79 per cent and the total capital ratio at 23.3 per cent. The consolidated situation's leverage ratio stood at 13.9 per cent as of 31 December 2025, and at 13.88 per cent as of 30 September 2026, well above the regulatory Pillar 1 requirement of 3.0 per cent and the total leverage ratio requirement (including P2G) of 6.0 per cent. The Group's liquidity coverage ratio (LCR) stood at 401.4 per cent and its net stable funding ratio (NSFR) at 123.1 per cent as of 31 December 2025, both exceeding the regulatory minimum requirement of 100 per cent. As of 30 September 2026, the LCR stood at 331.61 per cent and the NSFR at 119.35 per cent.

After the balance sheet date of 31 December 2025, the Group completed the sale of the shares in its subsidiary Northmill Flo AB, while retaining an indirect minority interest of 19.9 per cent through a holding in an entity that owns Northmill Flo AB.

3.3 Material changes and information on trends

Other than (i) the issuance of a Tier 1 (AT1) capital instrument by Northmill Group AB (publ) in an aggregate nominal amount of SEK 275,000,000 in April 2026, issued for the purpose of optimising the Group's capital structure and strengthening the capital base for continued growth, (ii) the issuance of additional Tier 2 capital instruments (T2) in an aggregate principal amount of SEK 150,000,000 in September 2026, and (iii) the divestment of the shares in Northmill Flo AB, there have been no significant changes to the Company's financial performance, results or position since 30 September 2026 (the end of the period of the interim report), nor has there been any material adverse change in the prospects of the Issuer since 31 December 2025, being the end of the last financial period for which an audited financial report has been prepared and there have been no recent events specific to the Company which to a material extent are relevant to the evaluation of the Issuer's solvency.

3.4 Corporate governance

The Group's corporate governance is aimed at ensuring that the Company and the Group are managed as responsibly, efficiently and sustainably as possible. Furthermore, the purpose of corporate governance is to provide order and systematisation for the board of directors, management

and external stakeholders. By establishing a clear structure and efficient processes, the board can ensure that the management and organization focus on developing the company's operations and business in the desired strategic direction.

The Group has further implemented policies to ensure that roles and responsibilities are divided between the respective Group management, Board of Directors and shareholders in accordance with applicable laws and regulations. The Group has, *inter alia*, adopted rules of procedure for the board of directors and instructions for the managing director.

The board of directors is responsible for the organisation of the Company and the management of the Company's affairs. The board shall continuously monitor the financial position of the Company and the Group and has in written instructions set out the division of work between the board and the managing director. Matters regarding the managing director's employment and benefits are handled by the board of directors. For other members of the management team, the managing director may make decisions after consultation with the chairman of the board. The matters to be handled in this manner include employment, salary, bonuses, notice period and other terms of employment as well as other benefits.

3.5 Auditor

Öhrlings PricewaterhouseCoopers AB has been the Group's auditor since 2012 and was, at the annual general meeting 2026 on 15 May 2026, elected for the period until the end of the annual general meeting 2027. Reita Seseri (born 1986) is the auditor in charge. Reita Seseri is an authorised public accountant and a member of FAR (the professional institute for authorised public accountants). Öhrlings PricewaterhouseCoopers AB's office address is Torsgatan 21, SE-113 97 Stockholm.

3.6 Credit rating assigned to the Issuer

No credit rating has been assigned to the Issuer.

4 THE BONDS IN BRIEF

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

Issuer:	Northmill Group AB (publ), Reg. No. 556786-5257, and LEI code 549300SKVKSWCEA24V49, a public limited liability company incorporated in Sweden.
The Bonds:	Floating rate callable Tier 2 Capital bonds in an amount of SEK 100,000,000 issued on 21 November 2025. Each Bond has a Nominal Amount of SEK 1,250,000.
Bonds to be admitted to trading:	This Prospectus relates to the admission to trading of the SEK 100,000,000 Bonds that have been issued under the Terms and Conditions.
ISIN:	SE0026821332.
Issue Date:	21 November 2025.
Final Maturity Date:	21 February 2036.
Issue Price:	The Bonds are issued at a price equal to 100.00 per cent. of the Nominal Amount.
Manager:	DNB Carnegie Investment Bank AB.
Interest Rate:	The Bonds carry interest at three (3) months STIBOR plus 6.50 per cent. *per annum*, payable quarterly in arrear. STIBOR floor at 0.00 per cent. and customary base rate provisions apply in accordance with clause 16 (*Replacement of Base Rate*) in the Terms and Conditions.
Benchmark Regulation:	The interest payable under the Bonds is calculated by reference to the benchmark STIBOR, which is provided by the Swedish Financial Benchmark Facility. As at the date of this Prospectus, the Swedish Financial Benchmark Facility appears on the register of administrators and benchmarks

	established and maintained by the European Securities and Markets Authority pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011).
Interest Payment Date:	21 February, 21 May, 21 August and 21 November of each year. The first Interest Payment Date shall be 21 February 2026. The last Interest Payment Date shall be the relevant Redemption Date. To the extent any of the above days is not a CSD Business Day, the CSD Business Day following from an application of the Business Day Convention.
Nominal Amount and Denomination:	The Nominal Amount of each Bond is SEK 1,250,000. The total aggregate Nominal Amount of the Bonds is SEK 100,000,000. The Bonds are issued on a fully paid basis at an issue price as set out above under *Issue Price*. The Bonds are denominated in SEK. The minimum permissible investment in connection with the Bonds is SEK 1,250,000.
Status of the Bonds:	The Bonds are intended to constitute Tier 2 Capital of the Issuer and the Issuer Consolidated Situation. The Bonds constitute direct, subordinated and unsecured obligations of the Issuer and the Bonds, and all payments in respect of, or arising from (including any damages awarded for breach of any obligations under) the Bonds, shall at all times rank, in each case as regards the right to receive periodic payments on a liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*) of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer: (a) junior to any present and future claims of (i) depositors of the Issuer, (ii) any other unsubordinated creditors of the Issuer and (iii) except as expressly stated in (c) below, any subordinated creditors of the Issuer whose rights are expressed to rank in priority to the Bondholders by statute and/or law and (iv) any Eligible Liabilities Instruments of the Issuer; (b) *pari passu* without any preference among themselves; (c) *pari passu* with (i) any obligations or capital instruments of the Issuer which constitute Tier 2 Capital and (ii) any other obligations or capital instruments of the Issuer that rank or are expressed to rank equally with the Bonds; and (d) senior to (i) any obligations or capital instruments of the Issuer which constitute Common Equity Tier 1 Capital and Additional Tier 1 Capital and (ii) holders of all classes of the Issuer's shares in their capacity as such holders and any other obligations or capital instruments of the Issuer that rank or are expressed to rank junior to the Bonds.
Transferability:	The Bonds are freely transferable but the Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as

	applicable, under local laws to which a Bondholder may be subject. Each Bondholder must ensure compliance with such restrictions at its own cost and expense.
Use of proceeds:	The Bonds are intended to constitute Tier 2 Capital of the Issuer and the proceeds from the issue of the Bonds shall be used for general corporate purposes of the Issuer and the Issuer Consolidated Situation.
Redemption and repurchase of the Bonds:	The Issuer shall redeem all, but not some only, of the outstanding Bonds in full on the Final Maturity Date. If the Final Maturity Date is not a Business Day, then the redemption shall occur on the following Business Day. Subject to Clause 9.5 (*Consent from the Swedish FSA*), applicable law and giving notice in accordance with Clause 9.7 (*Notice of early redemption, substitution or variation*), the Issuer may redeem all (but not some only) outstanding Bonds on (i) any Business Day falling within the Initial Call Period or (ii) on any Interest Payment Date falling after the Initial Call Period. The Issuer or any other member of the Issuer Consolidated Situation may, subject to applicable laws and to Clause 9.5 (*Consent from the Swedish FSA),* at any time on or following the First Call Date and at any price purchase Bonds on the market or in any other way. Such Bonds held by the Issuer or the Issuer Consolidated Situation may at its discretion be retained, sold or cancelled, provided that such action has been approved by the Swedish FSA (if and to the extent then required by the Capital Regulation).
Acceleration of the Bonds:	Prior to the Final Maturity Date, the Bondholders have no right to accelerate the Bonds or otherwise request prepayment or redemption of the principal amount of the Bonds, except in the event of the liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*) of the Issuer.
Decisions by Bondholders:	A request by the Agent for a decision by the Bondholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
Admission to trading:	The Issuer intends to have the Bonds admitted to trading on Nasdaq Transfer Market within thirty (30) days of the Issue Date and shall use its best efforts to ensure that the Bonds are admitted to trading on Nasdaq Transfer Market (or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another MTF) within sixty (60) days from the Issue Date and Nasdaq Stockholm (or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market) within twelve (12) months from the Issue Date.

Agent:	Nordic Trustee & Agency AB (publ), Reg. No. 556882-1879, or another party replacing it, as Agent, in accordance with the Terms and Conditions.
Paying Agent:	DNB Carnegie Investment Bank AB, or such other party replacing it, as Paying Agent, in accordance with the Terms and Conditions and the CSD Regulations.
Central Securities Depository (CSD):	The Issuer's central securities depository and registrar in respect of the Bonds, from time to time, initially Euroclear Nordics AB, Swedish Reg. No. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden, or any other party replacing it, as CSD, in accordance with the Terms and Conditions.
No direct actions by Bondholders:	A Bondholder may not take any steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation or bankruptcy in any jurisdiction of the Issuer in relation to any of the obligations and liabilities of the Issuer under the Finance Documents. Such steps may only be taken by the Agent.
Time-Bar:	The right to receive repayment of the principal of the Bonds shall be time-barred and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be time-barred and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Bondholders' right to receive payment has been time-barred and has become void.
Applicable law:	The Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden. The Issuer submits to the non-exclusive jurisdiction of the District Court of Stockholm (Sw. *Stockholms tingsrätt*).

5 TERMS AND CONDITIONS

1 Definitions and construction

1.1 Definitions

In these terms and conditions (the "**Terms and Conditions**"):

"**Account Operator**" means a bank or other party duly authorised to operate as an account operator pursuant to the Financial Instruments Accounts Act and through which a Bondholder has opened a Securities Account in respect of its Bonds.

"**Additional Tier 1 Capital**" means additional tier 1 capital (Sw. *primärkapitaltillskott*) as defined in Chapter 3 of Title I of Part Two of the CRR and/or any other Capital Regulations.

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

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

"**Agency Agreement**" means the agency agreement entered into before the Issue Date, between the Issuer and the Agent, or any replacement agency agreement entered into after the Issue Date between the Issuer and an agent.

"**Agent**" means Nordic Trustee & Agency AB (publ), Reg. No. 556882-1879, or such other party replacing it, as Agent, in accordance with these Terms and Conditions.

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

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

"**Bond**" means a debt instrument (Sw. *skuldförbindelse*) for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Financial Instruments Accounts Act and which are governed by and issued under these Terms and Conditions.

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

"**Bondholders' Meeting**" means a meeting among the Bondholders held in accordance with Clauses 14.1 (*Request for a decision*), 14.4 (*Convening of Bondholders' Meeting*) and 14.6 (*Majority, quorum and other provisions*).

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

"**Business Day Convention**" means the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.

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

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

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

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

"**Capital Regulations**" means, at any time, regulations, directives, guidelines, policies or similar of the EU and its institutions, including the CRD and any delegated act adopted by the European Commission thereunder, as well as the legal acts, regulations, requirements, guidelines and policies relating to capital adequacy as then applied in Sweden by the Swedish Government, the Swedish FSA (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 or the Issuer Consolidated Situation) and/or any European successor in effect.

"**Common Equity Tier 1 Capital**" means, at any time, the common equity tier 1 capital (Sw. *kärnprimärkapital*) of the Issuer or the Issuer Consolidated Situation, respectively, as defined in Chapter 2 of Title II of Part Two of the CRR and/or any other Capital Regulations.

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

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

Swedish FSA, the European Banking Authority or any other relevant authority, which are applicable to the Issuer or the Issuer Consolidated Situation, as applicable.

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

"**CRD V Directive**" means Directive 2019/878/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms of the European Parliament and of the Council of 27 June 2019, as the same may be amended or replaced from time to time.

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

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

"**CRR II**" means Regulation (EU) No. 876/2019 on prudential requirements for credit institutions and investment firms of the European Parliament and of the Council of 27 June 2019, as the same may be amended or replaced from time to time.

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

"**CSD**" means the Issuer's central securities depository and registrar in respect of the Bonds, from time to time, initially Euroclear Nordics AB, Swedish Reg. No. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden, or any other party replacing it, as CSD, in accordance with these Terms and Conditions.

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

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

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

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

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

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

"**First Call Date**" means the Interest Payment Date falling on the fifth (5th) anniversary of the Issue Date (being 21 November 2030).

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

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

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

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

"**Interest**" means the interest on the Bonds calculated in accordance with Clause 7.1 (*Interest*).

"**Interest Payment Date**" means 21 February, 21 May, 21 August and 21 November of each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Bonds shall be 21 February 2026 and the last Interest Payment Date shall be the relevant Redemption Date.

"**Interest Period**" means (i) in respect of the first Interest Period, the period from (but excluding) the Issue Date to (and including) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (but excluding) an Interest Payment Date to (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

"**Interest Rate**" means the Base Rate plus 6.50 per cent. *per annum* as adjusted by any application of Clause 16 (*Replacement of Base Rate*).

"**Issue Date**" means 21 November 2025.

"**Issuer**" means Northmill Group AB (publ), a public limited liability company incorporated under the laws of Sweden with Reg. No. 556786-5257.

"**Issuer Consolidated Situation**" means the Issuer and its subsidiaries and any other entities which are part of the Swedish prudential consolidated situation (as such term is used in the Capital Regulations) of which the Issuer is part, from time to time.

"**Issuing Agent**" means DNB Carnegie Investment Bank AB, or such other party replacing it, as Issuing Agent, in accordance with these Terms and Conditions and the CSD Regulations.

"**MTF**" means any multilateral trading facility (as defined in Directive 2014/65/EU on markets in financial instruments).

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

"**Nasdaq Transfer Market**" means the Nasdaq Transfer Market Segment, which is an MTF operated by Nasdaq Stockholm.

"**Nominal Amount**" has the meaning set forth in Clause 2.4.

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

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

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

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

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

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

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

If the Bonds were admitted to trading on a MTF or Regulated Market immediately prior to the relevant substitution or variation, the Issuer shall use reasonable efforts to ensure that the relevant Qualifying Securities are admitted to trading on a MTF or Regulated Market (as the case may be taking into account Clause 11.1) within sixty (60) days from their issuance.

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

"**Record Date**" means the fifth (5) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Bondholders is to be made

under Clause 13 (*Distribution of Proceeds*), (iv) a date of a Bondholders' Meeting or (v) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

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

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

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

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

"**STIBOR**" means:

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

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

(c) if no rate as described in paragraph (a) or (b) is available for the relevant Interest Period, the arithmetic mean of the Stockholm interbank offered rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by leading banks in the Stockholm interbank market reasonably selected by the Issuing Agent, for deposits of SEK 100,000,000 for the relevant period; or

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

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

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

"**Swedish FSA**" means the Swedish financial supervisory authority (Sw. *Finansinspektionen*) or such other governmental authority in Sweden having primary

bank supervisory authority with respect to the Issuer and the Issuer Consolidated Situation.

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

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

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

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

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

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

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

"**Written Procedure**" means the written or electronic procedure for decision making among the Bondholders in accordance with Clauses 14.1 (*Request for a decision*), 14.5 (*Instigation of Written Procedure*) and 14.6 (*Majority, quorum and other provisions*).

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in these Terms and Conditions to:

(a) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;

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

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

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

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

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

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

2 Status of the Bonds

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

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

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

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

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

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

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

2.4 The nominal amount of each Bond is SEK 1,250,000 (the "**Nominal Amount**"). The aggregate nominal amount of the Bonds is SEK 100,000,000.

2.5 Each Bond is issued on a fully paid basis at an issue price of 100 per cent of the Nominal Amount.

2.6 The ISIN for the Bonds is SE0026821332.

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

2.8 No Bondholder who in the event of the liquidation or bankruptcy of the Issuer is indebted to the Issuer shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of Bonds held by such Bondholder. Notwithstanding the preceding sentence, if any of the amounts owing to any Bondholder by the Issuer in respect of, or arising under or in connection with the Bonds is discharged by set-off, such Bondholder shall, subject to applicable regulations, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its liquidation or bankruptcy, the liquidator or, as appropriate, other insolvency practitioner appointed to the Issuer) and, until such time as payment is made, shall hold an amount equal to such amount as escrow funds (*redovisningsmedel*) on a separate account on behalf of the Issuer (or the liquidator or, as appropriate, other insolvency practitioner appointed to the Issuer (as the case may be)) and accordingly any such discharge shall be deemed not to have taken place.

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

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

3 Purpose and use of proceeds

The proceeds from the issue of the Bonds shall be used for general corporate purposes of the Issuer and the Issuer Consolidated Situation.

4 Conditions for disbursement

4.1 The Issuer shall provide to the Agent, prior to the issuance of the Bonds the following to the Agent:

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

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

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

(d) evidence that the person(s) who has/have signed the Finance Documents, the Agency Agreement and any other documents in connection therewith on behalf of the Issuer are duly authorised to do so; and

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

4.2 The Agent may assume that the documentation delivered to it pursuant to Clause 4.1 is accurate, correct and complete unless it has actual knowledge that this is not the case, and the Agent does not have to verify the contents of any such documentation.

4.3 The Agent shall confirm to the Issuing Agent when the conditions in Clause 4.1 have been satisfied.

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

5 Bonds in book-entry form

5.1 The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical bonds will be issued. Accordingly, the Bonds will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Bonds shall be directed to an Account Operator. The Debt Register shall constitute conclusive evidence of the persons who are Bondholders and their holdings of Bonds.

5.2 Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (Sw. *föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Bond shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.

5.3 The Issuer and the Agent shall be entitled to obtain information from the Debt Register. For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the Debt Register.

5.4 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the Debt Register. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Bondholders.

5.5 The Issuer and the Agent may use the information referred to in Clause 5.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and the Agency Agreement and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

6 Right to act on behalf of a Bondholder

6.1 If any person other than a Bondholder (including the owner of a Bond, if such person is not the Bondholder) wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other authorisation from the Bondholder or a successive, coherent chain of powers of attorney or authorisations starting with the Bondholder and authorising such person.

6.2 A Bondholder may issue one or several powers of attorney or other authorisations to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under the Finance Documents in relation to the Bonds for which such representative is entitled to represent the Bondholder.

6.3 The Agent shall only have to examine the face of a power of attorney or other authorisation that has been provided to it pursuant to Clause 6.2 and may assume that such document has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.

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

7 Payments in respect of the Bonds

7.1 Any payment or repayment under the Finance Documents shall be made to such person who is registered as a Bondholder on the Record Date prior to an Interest Payment Date or other relevant payment date, or to such other person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.

7.2 Provided that a Bondholder has registered an income account (Sw. *avkastningskonto*) for the relevant Securities Account on the applicable Record Date, the CSD shall procure that principal, interest and other payments under the Bonds are deposited to such income account on the relevant payment date. If an income account has not been registered on the Record Date for the payment, no payment will be effected by the CSD to such Bondholder. The outstanding amount will instead be held by the Issuer until the person that was registered as a Bondholder on the relevant Record Date has made a valid request for such amount. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the persons who are registered as Bondholders on the relevant Record Date as soon as possible after such obstacle has been removed.

7.3 If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. For the avoidance of doubt, such postponement shall in no event constitute an event of default.

7.4 If payment or repayment is made in accordance with this Clause 7, the Issuer shall be deemed to have fulfilled its obligation to pay, irrespective of whether such payment was made to a person not entitled to receive such amount.

7.5 The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax (including but not limited to 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 thereof, or any law implementing an intergovernmental approach thereto), public levy or the similar.

8 Interest

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

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

8.3 Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).

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

9 Redemption and repurchase of the Bonds

9.1 Redemption at maturity

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

9.2 Early redemption at the option of the Issuer

Subject to Clause 9.5 (*Consent from the Swedish FSA*), applicable law and giving notice in accordance with Clause 9.7 (*Notice of early redemption, substitution or variation*), the Issuer may redeem all (but not some only) outstanding Bonds (i) any Business Day falling

within the Initial Call Period or (ii) on any Interest Payment Date falling after the Initial Call Period.

9.3 Purchase of Bonds by the Issuer and related companies

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

9.4 Early voluntary redemption, substitution or variation due to a Capital Disqualification Event or Tax Event

Subject to Clause 9.5 (*Consent from the Swedish FSA*) and giving notice in accordance with Clause 9.7 (*Notice of early redemption, substitution or variation*), if a Capital Disqualification Event or Tax Event has occurred, the Issuer may, at its option, (i) redeem all (but not some only) outstanding Bonds on any Interest Payment Date, or (ii) substitute or vary the terms of all (but not some only) of the outstanding Bonds without any requirement for the consent or approval of the Bondholders, so that they become or remain, as applicable, Qualifying Securities, provided that such substitution or variation does not itself give rise to any right of the Issuer to redeem, substitute or vary the terms of the Bonds in accordance with this Clause 9.4 (*Early voluntary redemption, substitution or variation due to a Capital Disqualification Event or Tax Event*) in relation to the Qualifying Securities so substituted or varied.

9.5 Consent from the Swedish FSA

A Group Company, or any other member of the Issuer Consolidated Situation, may not redeem, purchase, substitute or vary any outstanding Bonds as contemplated by this Clause 9 without the prior written consent of the Swedish FSA (if and to the extent required under the Capital Regulation) and in accordance with the Capital Regulation. Any refusal by the Swedish FSA to give its permission shall not constitute an event of default for any purpose.

9.6 Early redemption amount

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

9.7 Notice of early redemption, substitution or variation

Any redemption, substitution or variation in accordance with Clauses 9.2 (*Early redemption at the option of the Issuer*) and 9.4 (*Early voluntary redemption, substitution or variation due to a Capital Disqualification Event or Tax Event*) shall be made by the Issuer giving not less than ten (10) Business Days' notice to the Bondholders and the

Agent. Any notice of redemption shall state the Redemption Date and the relevant Record Date. Any such notice is irrevocable but may, subject to the Capital Regulations and approval by the Swedish FSA, at the Issuer's discretion contain one or more conditions precedent that shall be fulfilled prior to the Record Date. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer shall redeem the Bonds in full at the applicable amount on the specified Redemption Date.

10 Information to Bondholders

10.1 Information from the Issuer

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

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

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

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

(d) from and for as long as the Bonds are admitted to trading on any Regulated Market, any other information required by the Swedish Securities Markets Act (Sw. *lag (2007:582) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market on which the Bonds are admitted to trading.

10.2 Information from the Agent

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

10.3 Publication of Finance Documents

10.3.1 The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Agent.

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

11 Admission to trading

11.1 The Issuer:

(a) intends to have the Bonds admitted to trading on Nasdaq Transfer Market within thirty (30) days of the Issue Date; and

(b) shall use its best efforts to ensure that the Bonds are admitted to trading on:

(i) Nasdaq Transfer Market (or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another MTF) within sixty (60) days from the Issue Date; and

(ii) Nasdaq Stockholm (or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market) within twelve (12) months from the Issue Date.

11.2 Following the admission to trading, the Issuer shall use its best efforts to maintain the admission as long as any Bonds are outstanding (save as may be necessary to effectuate the listing change from Nasdaq Transfer Market to Nasdaq Stockholm, as set out in limbs (i) and (ii) of Clause 11.1 (b) above), but not longer than up to and including the last day on which the admission to trading reasonably can, pursuant to the then applicable regulations of the MTF and/or Regulated Market and the CSD, subsist.

11.3 For the avoidance of doubt, neither a Bondholder nor the Agent has the right to accelerate the Bonds or otherwise request a prepayment or redemption of the Bonds if a failure to list the Bonds or maintain a listing of the Bonds in accordance with Clauses 11.1 or 11.2 above occurs.

12 Acceleration of the Bonds

12.1 Prior to the Final Maturity Date, a Bondholder or the Agent may only accelerate the Bonds or otherwise request prepayment or redemption of the principal amount of the Bonds in the event of the liquidation (Sw. *likvidation*) or bankruptcy (Sw. *konkurs*) of the Issuer (an "**Acceleration Event**").

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

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

12.4 The Issuer shall as soon as possible notify the Bondholders and the Agent of the occurrence of an Acceleration Event.

13 Distribution of Proceeds

13.1 All payments by the Issuer relating to the Bonds and the Finance Documents following an acceleration of the Bonds in accordance with Clause 12 (*Acceleration of the Bonds*) shall be distributed in the following order of priority, in accordance with the instructions of the Agent:

(a) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement and the Finance Documents (other than any indemnity given for liability against the Bondholders), (ii) other costs, expenses and indemnities relating to the acceleration of the Bonds, or the protection of the Bondholders' rights as may have been incurred by the Agent, (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 17.2.6, and (iv) any costs and expenses incurred by the Agent in relation to a Bondholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 14.6.11;

(b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Bonds (interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);

(c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Bonds; and

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

Any excess funds after the application of proceeds in accordance with paragraphs (a) to (d) above shall be paid to the Issuer.

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

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

13.4 If the Issuer or the Agent shall make any payment under this Clause 13, the Issuer or the Agent, as applicable, shall notify the Bondholders of any such payment at least fifteen (15) Business Days before the payment is made. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Bondholder to receive the amounts due on such Redemption Date.

14 Decisions by Bondholders

14.1 Request for a decision

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

14.1.2 Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Bondholders' Meeting or by way a Written Procedure, as determined by the Agent. The person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.

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

(a) the suggested decision must be approved by any person in addition to the Bondholders and such person has informed the Agent that an approval will not be given; or

(b) the suggested decision is not in accordance with applicable regulations.

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

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

14.1.6 Should the Issuer want to replace the Agent, it may convene a Bondholders' Meeting in accordance with Clause 14.4 (*Convening of Bondholders' Meeting*) or instigate a Written Procedure by sending communication in accordance with Clause 14.5 (*Instigation of Written Procedure*). After a request from the Bondholders pursuant to Clause 17.4.3, the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 14.4. The Issuer shall inform the Agent

before a notice for a Bondholders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and supply to the Agent a copy of the dispatched notice or communication.

14.1.7 Should the Issuer or any Bondholder(s) convene a Bondholders' Meeting or instigate a Written Procedure pursuant to Clause 14.1.5 or 14.1.6, then the Agent shall no later than five (5) Business Days prior to dispatch of such notice or communication be provided with a draft thereof. The Agent may further append information from it together with the notice or communication, provided that the Agent supplies such information to the Issuer or the Bondholder(s), as the case may be, no later than one (1) Business Day prior to the dispatch of such notice or communication.

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

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

14.4 Convening of Bondholders' Meeting

14.4.1 The Agent shall convene a Bondholders' Meeting by way of notice to the Bondholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete notice from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons).

14.4.2 The notice pursuant to Clause 14.4.1 shall include:

(a) time for the meeting;

(b) place for the meeting;

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

(d) a form of power of attorney;

(e) the agenda for the meeting;

(f) any applicable conditions precedent and conditions subsequent;

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

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

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

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

14.4.3 The Bondholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days after the effective date of the notice.

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

14.5 Instigation of Written Procedure

14.5.1 The Agent shall instigate a Written Procedure by way of sending a communication to the Bondholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete communication from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons).

14.5.2 A communication pursuant to Clause 14.5.1 shall include:

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

(b) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney;

(c) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least ten (10) Business Days and not longer than thirty (30) Business Days from the effective date of the communication pursuant to Clause 14.5.1);

(d) any applicable conditions precedent and conditions subsequent;

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

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

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

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

14.5.3 If so elected by the person requesting the Written Procedure and provided that it is also disclosed in the communication pursuant to Clause 14.5.1, when consents from Bondholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 14.6.2 and 14.6.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 14.6.2 or 14.6.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

14.5.4 The Agent may, during the Written Procedure, provide information to the Issuer by way of updates whether or not quorum requirements have been met and about the eligible

votes received by the Agent, including the portion consenting or not consenting to the proposal(s) or refraining from voting (as applicable).

14.6 Majority, quorum and other provisions

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

(a) on the Record Date specified in the notice pursuant to Clause 14.4.2, in respect of a Bondholders' Meeting, or

(b) on the Record Date specified in the communication pursuant to Clause 14.5.2, in respect of a Written Procedure,

may exercise voting rights as a Bondholder at such Bondholders' Meeting or in such Written Procedure, provided that the relevant Bonds are included in the Adjusted Nominal Amount. Each whole Bond entitles to one vote and any fraction of a Bond voted for by a person shall be disregarded. Such Business Day specified pursuant to paragraph (a) or (b) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be.

14.6.2 The following matters shall require the consent of Bondholders representing at least sixty-six and two thirds (66 2/3) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 14.5.2:

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

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

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

(d) a change to the terms dealing with the requirements for Bondholders' consent set out in this Clause 14.6 (*Majority, quorum and other provisions*); and

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

14.6.3 Any matter not covered by Clause 14.6.2 shall require the consent of Bondholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 14.5.2. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 15.1(a), (b), (c), (d) or (e)).

14.6.4 Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least fifty (50) per cent. of the Adjusted

Nominal Amount in case of a matter pursuant to Clause 14.6.2, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:

(a) if at a Bondholders' Meeting, attend the meeting in person or by other means prescribed by the Agent pursuant to Clause 14.4.4 (or appear through duly authorised representatives); or

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

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

14.6.6 If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 14.4.1) or initiate a second Written Procedure (in accordance with Clause 14.5.1), as the case may be, provided that the person(s) who initiated the procedure for Bondholders' consent has confirmed that the relevant proposal is not withdrawn. For the purposes of a second Bondholders' Meeting or second Written Procedure pursuant to this Clause 14.6.6, the date of request of the second Bondholders' Meeting pursuant to Clause 14.4.1 or second Written Procedure pursuant to Clause 14.5.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 14.6.4 shall not apply to such second Bondholders' Meeting or Written Procedure.

14.6.7 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as applicable.

14.6.8 A Bondholder holding more than one Bond need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.

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

14.6.10 A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause the Issuer or the other Bondholders.

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

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

14.6.13 Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Bondholders' Meeting or Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Agent, as applicable.

15 Amendments and waivers

15.1 The Issuer and the Agent (acting on behalf of the Bondholders) may agree in writing to amend and waive any provision in a Finance Document or any other document relating to the Bonds, provided that the Agent is satisfied that such amendment or waiver:

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

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

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

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

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

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

15.2 The Issuer may substitute or vary the terms of all (but not some only) of the outstanding Bonds without any requirement for the consent or approval of the Bondholders, so that they become or remain, as applicable, Qualifying Securities, provided that such substitution or variation does not itself give rise to any right of the Issuer to redeem substitute or vary the terms of the Bonds in accordance with Clause 9.4 (*Early voluntary redemption, substitution or variation due to a Capital Disqualification Event or Tax Event*).

15.3 Any amendments to the Finance Documents shall be made available in the manner stipulated in Clause 10.3 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority. The Issuer shall promptly publish by way

of press release any amendment or waiver made pursuant to Clause 15.1(a), (c), (d) or (e), in each case setting out the amendment in reasonable detail and the date from which the amendment or waiver will be effective.

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

16 Replacement of Base Rate

16.1 General

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

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

16.1.3 Notwithstanding any other provision in this Clause 16 (*Replacement of Base Rate*), no Successor Base Rate or Adjustment Spread (as applicable) will be adopted, and no other amendments to the Terms and Conditions will be made pursuant to this Clause 16 (*Replacement of Base Rate*), if, and to the extent that, in the determination of the Issuer, the same could reasonably be expected to lead to a disqualification of the Bonds from Tier 2 Capital of the Issuer, or the Issuer Consolidated Situation, whether on a solo, group or consolidated basis.

16.2 Definitions

In this Clause 16:

"**Adjustment Spread**" means a spread (which may be positive, negative or zero) or a formula or methodology for calculating a spread, or a combination thereof to be applied to a Successor Base Rate and that is:

(a) formally recommended by any Relevant Nominating Body in relation to the replacement of the Base Rate; or

(b) if paragraph (a) above is not applicable, the adjustment spread that the Independent Adviser determines is reasonable to use in order to eliminate, to the extent possible, any transfer of economic value from one party to another as a result of a replacement of the Base Rate and is customarily applied in comparable debt capital market transactions.

"**Base Rate Amendments**" has the meaning set forth in Clause 16.3.4.

"**Base Rate Event**" means one or several of the following circumstances:

(a) the Base Rate (for the relevant Interest Period) has ceased to exist or ceased to be published for at least five (5) consecutive Business Days as a result of the Base Rate (for the relevant Interest Period) ceasing to be calculated or administered;

(b) a public statement or publication of information by (i) the supervisor of the Base Rate Administrator or (ii) the Base Rate Administrator that the Base Rate Administrator ceases to provide the applicable Base Rate (for the relevant Interest Period) permanently or indefinitely and, at the time of the statement or publication, no successor administrator has been appointed or is expected to be appointed to continue to provide the Base Rate;

(c) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator that the Base Rate (for the relevant Interest Period) is no longer representative of the underlying market which the Base Rate is intended to represent and the representativeness of the Base Rate will not be restored in the opinion of the supervisor of the Base Rate Administrator;

(d) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator with the consequence that it is unlawful for the Issuer or the Issuing Agent to calculate any payments due to be made to any Bondholder using the applicable Base Rate (for the relevant Interest Period) or it has otherwise become prohibited to use the applicable Base Rate (for the relevant Interest Period);

(e) a public statement or publication of information in each case by the bankruptcy trustee of the Base Rate Administrator or by the trustee under the bank recovery and resolution framework (Sw. *krishanteringsregelverket*) containing the information referred to in paragraph (b) above; or

(f) a Base Rate Event Announcement has been made and the announced Base Rate Event as set out in paragraphs (b) to (e) above will occur within six (6) months.

"**Base Rate Event Announcement**" means a public statement or published information as set out in paragraph (b) to (e) of the definition of Base Rate Event that any event or circumstance specified therein will occur.

"**Independent Adviser**" means an independent financial institution or adviser of repute in the debt capital markets where the Base Rate is commonly used.

"**Relevant Nominating Body**" means, subject to applicable law, firstly any relevant supervisory authority, secondly any applicable central bank, or any working group or committee of any of them, or thirdly the Financial Stability Council (Sw. *Finansiella stabilitetsrådet*) or any part thereof.

"**Successor Base Rate**" means:

(a) a screen or benchmark rate, including the methodology for calculating term structure and calculation methods in respect of debt instruments with similar interest rate terms as the Bonds, which is formally recommended as a successor to or replacement of the Base Rate by a Relevant Nominating Body; or

(b) if there is no such rate as described in paragraph (a), such other rate as the Independent Adviser determines is most comparable to the Base Rate.

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

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

16.3.1 Without prejudice to Clause 16.3.2, upon a Base Rate Event Announcement, the Issuer may, if it is possible to determine a Successor Base Rate at such point of time, at any time before the occurrence of the relevant Base Rate Event at the Issuer's expense appoint an Independent Adviser to initiate the procedure to determine a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating and finally deciding the applicable Base Rate. For the avoidance of doubt, the Issuer will not be obliged to take any such actions until obliged to do so pursuant to Clause 16.3.2.

16.3.2 If a Base Rate Event has occurred, the Issuer shall use all commercially reasonable endeavours to, as soon as reasonably practicable and at the Issuer's expense, appoint an Independent Adviser to initiate the procedure to determine, as soon as commercially reasonable, a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating, and finally deciding the applicable Base Rate.

16.3.3 If the Issuer fails to appoint an Independent Adviser in accordance with Clause 16.3.2, the Agent shall, if so decided at a Bondholders' Meeting or by way of Written Procedure, on behalf of the Bondholders, be entitled to appoint an Independent Adviser (at the Issuer's expense) for the purposes set forth in Clause 16.3.2.

16.3.4 The Independent Adviser shall also initiate the procedure to determine any technical, administrative or operational changes required to ensure the proper operation of a Successor Base Rate or to reflect the adoption of such Successor Base Rate in a manner substantially consistent with market practice ("**Base Rate Amendments**").

16.3.5 Provided that a Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments have been finally decided no later than prior to the relevant Quotation Day in relation to the next succeeding Interest Period, they shall become effective with effect from and including the commencement of the next succeeding Interest Period, always subject to any technical limitations of the CSD and any calculations methods applicable to such Successor Base Rate.

16.4 Interim measures

16.4.1 If a Base Rate Event set out in any of the paragraphs (a) to (e) of the Base Rate Event definition has occurred but no Successor Base Rate and Adjustment Spread have been finally decided prior to the relevant Quotation Day in relation to the next succeeding Interest Period or if such Successor Base Rate and Adjustment Spread have been finally decided but due to technical limitations of the CSD, cannot be applied in relation to the relevant Quotation Day, the Interest Rate applicable to the next succeeding Interest Period shall be:

(a) if the previous Base Rate is available, determined pursuant to the terms that would apply to the determination of the Base Rate as if no Base Rate Event had occurred; or

(b) if the previous Base Rate is no longer available or cannot be used in accordance with applicable law or regulation, equal to the Interest Rate determined for the immediately preceding Interest Period.

16.4.2 For the avoidance of doubt, Clause 16.4.1 shall apply only to the relevant next succeeding Interest Period and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, this Clause 16. This will however not limit the application of Clause 16.4.1 for any subsequent Interest Periods, should all relevant actions provided in this Clause 16 have been taken, but without success.

16.5 Notices etc.

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

16.6 Variation upon replacement of Base Rate

16.6.1 No later than giving the Agent notice pursuant to Clause 16.5, the Issuer shall deliver to the Agent a certificate signed by the Independent Adviser and the CEO, CFO or any other duly authorised signatory of the Issuer (subject to Clause 16.3.3) confirming the relevant Successor Base Rate, the Adjustment Spread and any Base Rate Amendments, in each case as determined and decided in accordance with the provisions of this Clause 16. The Successor Base Rate the Adjustment Spread and any Base Rate Amendments (as applicable) specified in such certificate will, in the absence of manifest error or bad faith in any decision, be binding on the Issuer, the Agent, the Issuing Agent and the Bondholders.

16.6.2 Subject to receipt by the Agent of the certificate referred to in Clause 16.6.1, the Issuer and the Agent shall, at the request and expense of the Issuer, without the requirement for any consent or approval of the Bondholders, without undue delay effect such amendments to the Finance Documents as may be required by the Issuer in order to give effect to this Clause 16.

16.6.3 The Agent and the Issuing Agent shall always be entitled to consult with external experts prior to amendments are effected pursuant to this Clause 16. Neither the Agent nor the Issuing Agent shall be obliged to concur if in the reasonable opinion of the Agent or the Issuing Agent (as applicable), doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the

protective provisions afforded to the Agent or the Issuing Agent in the Finance Documents.

16.7 Limitation of liability for the Independent Adviser

Any Independent Adviser appointed pursuant to Clause 16.3 shall not be liable whatsoever for damage or loss caused by any determination, action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Independent Adviser shall never be responsible for indirect or consequential loss.

17 The Agent

17.1 Appointment of the Agent

17.1.1 By subscribing for Bonds, each initial Bondholder appoints the Agent to act as its agent in all matters relating to the Bonds and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Bonds held by such Bondholder, including the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer. By acquiring Bonds, each subsequent Bondholder confirms such appointment and authorisation for the Agent to act on its behalf.

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

17.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.

17.1.4 The Agent is entitled to fees for all its work in such capacity and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.

17.1.5 The Agent may act as agent or trustee for several issues of securities or other loans issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

17.2 Duties of the Agent

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

17.2.2 When acting pursuant to the Finance Documents, the Agent is always acting with binding effect on behalf of the Bondholders. The Agent is never acting as an advisor to the Bondholders or the Issuer. Any advice or opinion from the Agent does not bind the Bondholders or the Issuer.

17.2.3 When acting pursuant to the Finance Documents, the Agent shall carry out its duties with reasonable care and skill in a proficient and professional manner.

17.2.4 The Agent shall treat all Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders as a group and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.

17.2.5 The Agent is always entitled to delegate its duties to other professional parties and to engage external experts when carrying out its duties as agent, without having to first obtain any consent from the Bondholders or the Issuer. The Agent shall, however, remain liable for any actions of such parties if such parties are performing duties of the Agent under the Finance Documents.

17.2.6 The Issuer shall on demand by the Agent pay all costs for external experts engaged by it:

(a) for the purpose of investigating or considering:

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

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

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

(c) in connection with any amendment (whether contemplated by the Finance Documents or not) or waiver under the Finance Documents (including for the purpose of deciding whether the conditions set out in Clause 15.1 are fulfilled).

17.2.7 Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 13 (*Distribution of Proceeds*).

17.2.8 The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.

17.2.9 Other than as specifically set out in the Finance Documents, the Agent shall not be obliged to monitor (i) whether any breach of the Terms and Conditions has occurred, (ii)

the financial condition of the Issuer and the Group, (iii) the performance or any breach by the Issuer or any other party of its obligations under the Finance Documents, or (iv) whether any other event specified in any Finance Document has occurred or is expected to occur, and should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.

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

17.2.11 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any regulation.

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

17.2.13 The Agent shall give a notice to the Bondholders:

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

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

17.3 Liability for the Agent

17.3.1 The Agent will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect or consequential loss.

17.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts provided to the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Bondholders to delay the action in order to first obtain instructions from the Bondholders.

17.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Bondholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

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

17.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Bondholders under the Finance Documents.

17.4 Replacement of the Agent

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

17.4.2 Subject to Clause 17.4.6, if the Agent is Insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.

17.4.3 A Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice shall, if given by several Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Bondholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Bondholders that the Agent be dismissed and a new Agent appointed.

17.4.4 If the Bondholders have not appointed a successor Agent within ninety (90) days after:

(a) the earlier of the notice of resignation was given or the resignation otherwise took place; or

(b) the Agent was dismissed through a decision by the Bondholders,

the Issuer shall within thirty (30) days thereafter appoint a successor Agent which shall be an independent financial institution or other reputable company with the necessary resources to act as agent in respect of market loans.

17.4.5 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may

reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

17.4.6 The Agent's resignation or dismissal shall only take effect upon the earlier of:

(a) the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent; and

(b) the period pursuant to Clause 17.4.4 having lapsed.

17.4.7 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Bondholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.

17.4.8 In the event that there is a change of the Agent in accordance with this Clause 17.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

18 The Issuing Agent

18.1 The Issuer shall when necessary appoint an Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Bonds. The Issuing Agent shall be a commercial bank or securities institution approved by the CSD.

18.2 The Issuer shall ensure that the Issuing Agent enters into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Issuing Agent, as may be necessary in order for the Issuing Agent to carry out its duties relating to the Bonds.

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

19 The CSD

19.1 The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the CSD Regulations and the other regulations applicable to the Bonds.

19.2 The CSD may be dismissed by the Issuer, provided that the Issuer has effectively appointed a replacement CSD that accedes as CSD at the same time as the old CSD is dismissed and provided also that the replacement does not have a negative effect on any Bondholder or the admission to trading of the Bonds on the relevant MTF and/or Regulated Market. The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Central Securities Depository Regulation (Regulation (EU) No 909/2014) and be authorised as a central securities depository in accordance with the Financial Instruments Accounts Act.

20 No direct actions by Bondholders

20.1 A Bondholder may not take any steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation or bankruptcy in any jurisdiction of the Issuer in relation to any of the obligations and liabilities of the Issuer under the Finance Documents. Such steps may only be taken by the Agent.

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

20.3 The provisions of Clause 20.1 shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due by the Issuer to some but not all Bondholders.

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

21 Prescription

21.1 The right to receive repayment of the principal of the Bonds shall be prescribed and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Bondholders' right to receive payment has been prescribed and has become void.

21.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (Sw. *preskriptionslag (1981:130)*), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Bonds, and, of three (3) years with respect to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the limitation period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

22 Notices and press releases

22.1 Notices

22.1.1 Any notice or other communication to be made under or in connection with the Finance Documents:

(a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or, if sent by email by the Issuer, to such email address notified by the Agent to the Issuer from time to time;

(b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or, if sent by email by the Agent, to such email address notified by the Issuer to the Agent from time to time; and

(c) if to the Bondholders, shall be given at their addresses registered with the CSD on a date selected by the sending person which falls no more than five (5) Business Days prior to the date on which the notice or communication is sent, and by either courier delivery (if practically possible) or letter for all Bondholders. A notice to the Bondholders shall also be published on the websites of the Issuer and the Agent.

22.1.2 Any notice or other communication made by one person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter (and, if between the Agent and the Issuer, by email) and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 22.1.1 or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 22.1.1 or, in case of email to the Agent or the Issuer, when received in readable form by the email recipient.

22.1.3 Any notice which shall be provided to the Bondholders in physical form pursuant to these Terms and Conditions may, at the discretion of the Agent, be limited to:

(a) a cover letter, which shall include:

(i) all information needed in order for Bondholders to exercise their rights under the Finance Documents;

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

(iii) contact details to the Agent; and

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

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

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

22.2 Press releases

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

23 Force Majeure and limitation of liability

23.1 Neither the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade, natural disaster, insurrection, civil commotion, terrorism or any other similar circumstance (a "**Force Majeure Event**"). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.

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

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

24 Governing law and jurisdiction

24.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.

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

6 DETAILS REGARDING ADMISSION TO TRADING

6.1 Expected date for listing and marketplace

The Bonds will be admitted to trading on Nasdaq Stockholm on or around 10 November 2026, for which listing this Prospectus has been prepared.

7 BOARD OF DIRECTORS AND EXECUTIVE MANAGEMENT

7.1 Board of Directors of the Issuer

The Issuer's Board of Directors consists of six (6) ordinary board members, including the Chairperson, with no deputy members, who have been elected for the period until the end of the annual general meeting 2027. The table below sets out the members of the Board of Directors, the year in which they were first elected and their other significant assignments, if any.

All board members and the executive management are available at the Company's main office at Regeringsgatan 20, 111 53 Stockholm.

TOMAS ÅBERG

Born 1968. Chair of the Board of Directors since 2023.

Education:	Master's degree in finance and business administration, Hanken School of Economics, Helsinki
Other current assignments:	Chairman of the Board, Zevoy
Previous assignments (last five years):	Country Manager, Northmill Bank Finland

MARGARETA LINDAHL GELIN

Born 1976. Board member since 2018.

Education:	Agricultural Economics at the Swedish University of Agricultural Sciences Supplementary executive programme at the Novare Leadership Academy
Other current assignments:	Chief Risk Officer for the Nordics, Lowell Board member, Investerum
Previous assignments (last five years):	Chief of Commercial Banking at Landshypotek Bank. Head of Risk Management Services på Transcendent Group

HIKMET EGO

Born 1974. Board member since 2021.

Education:	Master of Science in Industrial Economics from the Royal Institute of Technology
Other current assignments:	N/A
Previous assignments (last five years):	Chief Executive Officer, Northmill Bank

FREDRIK WEDIN

Born 1970. Board member since 2024.

Education:	High school business studies.
Other current assignments:	Chief Executive Officer, Accessa Finans AB
Previous assignments (last five years):	N/A

SIMON LINDFORS

Born 1964. Board member since 2022.

Education:	Master's degree in Business Administration from the Stockholm School of Economics
Other current assignments:	Senior Adviser, Triton Partners Board member, Bergman Clinics Board member, Esperi Care Board member, Takura Board member, Cellcolabs Chairman of the Board, ARCOS Capital
Previous assignments (last five years):	Rothschild & Co:s private equity-enhet Five Arrows

LOUISE BAGEWITZ

Born 1981. Board member since 2024.

Education:	Master's degree in Business Administration from the Stockholm School of Economics Certificate of Management Excellence, Harvard Business School
Other current assignments:	Managing Director, Academic Work Board member, Kompetensföretagen Board member, 4C Strategies
Previous assignments (last five years):	Crowd Collective, CEO Fortnox Finans, MD

7.2 Executive management of the Issuer

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

JULIE CHATTERJEE

Born 1977. Chief Executive Officer since 2024.

Education:	Master of Science in Engineering from the Royal Institute of Technology
Other current assignments:	N/A
Previous assignments (last five years):	Deputy CEO and CCO, Multitude Bank. Tribe-CEO, SweepBank

EMIL FOLKESSON

Born 1983. Chief Financial Officer since 2024.

Education:	Master of Science in Business Administration, Jönköping International Business School Post Graduate Diploma in Accounting and Finance, London School of Economics
Other current assignments:	N/A
Previous assignments (last five years):	Interim CFO, Intrum AB

MAIKEL MAKDISI-SOMI

Born 1994. Head of B2C since 2024.

Education:	Master of Science in Industrial Engineering and Management from the Royal Institute of Technology Bachelor of Science in Business and Economics Stockholm School of Economics
Other current assignments:	N/A
Previous assignments (last five years):	Principal Product Manager and Co-Head of Business development, Northmill Bank Experienced Business Analyst, Ericsson

GEORGE KURT

Born 1981. Chief Strategy Officer since 2007.

Education:	-
Other current assignments:	N/A
Previous assignments (last five years):	N/A

GABRIEL YOUSEF

Born 1993. Chief Commercial Officer since 2024.

Education:	Master of Science in Finance Stockholm School of Economics Bachelor of Science in Business and Economics Stockholm School of Economics
Other current assignments:	N/A
Previous assignments (last five years):	Principal Product Manager and Co-Head of Business development, Northmill Bank Experienced Business Analyst, Ericsson

PHILIP EIDE

Born 1979. Chief Marketing Officer since 2025.

Education:	Master of Science in Business Administration at Lund University
Other current assignments:	N/A
Previous assignments (last five years):	Interim CXO, Ingrid Owner, Eide Advisory CCO, Greenely CMO, Foodora

ANDREW KARMY

Born 1978. Head of Credit Risk B2C since 2025.

Education:	Master of Arts in English at University of Oxford
Other current assignments:	N/A
Previous assignments (last five years):	CEO, Corpia Group AB

ANDREAS KONSTANTINO

Born 1988. Head of Credit Risk B2B since 2025.

Education:	Four years of Finance and Logistics at KTH and Södertörns Högskola
Other current assignments:	N/A
Previous assignments (last five years):	Head of Investments, Finserve Nordic AB Fund Manager/CEO, Alternative Investment fund, Nordic factoring fund Several Board assignments in small real estate companies, Nordic Factoring fund Credit risk management, Swedbank - IFRS 9, credit risk, credit committee

7.3 Board of Directors of the Subsidiary

The Subsidiary's Board of Directors consists of six (6) ordinary board members, including the Chairperson, with no deputy members, who have been elected for the period until the end of the annual general meeting 2027. Their positions are set forth below, relevant assignments and holdings of the board members are set forth in the section "*Board of Directors of the Issuer*" above.

All board members are available at the Subsidiary's registered address at Regeringsgatan 20, 111 53 Stockholm.

Tomas Åberg (born 1968) – Chairman of the Board of Directors

Margareta Lindahl Gelin (born 1976) – Member of the Board of Directors

Hikmet Ego (born 1974) – Member of the Board of Directors

Fredrik Wedin (born 1970) – Member of the Board of Directors

Simon Lindfors (born 1964) – Member of the Board of Directors

Louise Bagewitz (born 1981) – Member of the Board of Directors

7.4 Executive management of the Subsidiary

The members of the Subsidiary's management and their position are set forth below, relevant assignments (if any) and holdings of each member of management are set forth in the section "*Executive management of the Issuer*" above.

All members of the Subsidiary's management are available at the Subsidiary's registered address at Regeringsgatan 20, 111 53 Stockholm.

Julie Chatterjee (born 1977) – Chief Executive Officer

Emil Folkesson (born 1983) – Chief Financial Officer

Maikel Makdisi-Somi (born 1994) – Head of B2C

George Kurt (born 1981) – Chief Strategy Officer

Gabriel Yousef (born 1993) – Chief Commercial Officer

Philip Eide (born 1979) – Chief Marketing Officer

Andrew Karmy (born 1978) – Head of Credit Risk B2C

Andreas Konstantino (born 1988) – Head of Credit Risk B2B

8 FINANCIAL INFORMATION

8.1 Documents incorporated by reference

The Issuer's annual reports for the financial years 2024 and 2025 have been prepared in accordance with IFRS Accounting Standards as adopted by the EU and the Swedish Annual Accounts Act for Credit Institutions and Securities Companies (Sw. *lagen om årsredovisning i kreditinstitut och värdepappersbolag*), with reporting in Swedish kronor (SEK).

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

The Group's annual reports for the financial years 2025 and 2024 have been audited by the Group's auditor, Öhrlings PricewaterhouseCoopers AB, with authorised public accountant Reita Seseri as the auditor in charge. The audit reports contain no remarks that are material to the assessment of the Group's operations.

The information incorporated by reference is available for the duration of the Prospectus's validity on Northmill's website, https://www.northmill.com/se/om-oss/investor-relations/ .

i. Northmill Group AB (publ)'s audited consolidated financial statements for the financial year ended 31 December 2024, with reference to the income statement (p. 9), statement of comprehensive income (p. 9), balance sheet (p. 10), statement of changes in equity (p. 11), cash flow statement (p. 12), notes (pp. 18–58) and auditor's report (pp. 60–63).
ii. Northmill Group AB (publ)'s audited financial statements, as parent company of the group, for the financial year ended 31 December 2024, with reference to the income statement (p. 14), balance sheet (p. 15), statement of changes in equity (p. 16), cash flow statement (p. 17), notes (pp. 18–58) and auditor's report (pp. 60–63).
iii. Northmill Group AB (publ)'s audited consolidated financial statements for the financial year ended 31 December 2025, with reference to the income statement (p. 9), statement of comprehensive income (p. 9), balance sheet (p. 10), statement of changes in equity (p. 11), cash flow statement (p. 12), notes (pp. 18–61) and auditor's report (pp. 63–67).
iv. Northmill Group AB (publ)'s audited financial statements, as parent company of the group, for the financial year ended 31 December 2025, with reference to the income statement (p. 14), balance sheet (p. 15), statement of changes in equity (p. 16), cash flow statement (p. 17), notes (pp. 18–61) and auditor's report (pp. 63–67).
v. Northmill Group AB (publ)'s unaudited consolidated interim report for the nine-month period ended 30 September 2026, with reference to the income statement (p.7), statement of comprehensive income (p. 7), balance sheet (p. 8), statement of changes in equity (p. 9), cash flow statement (p. 10) and notes (pp. 15–27). The interim report has not been reviewed by the company's auditor.

8.2 Significant change in the Issuer's financial position

Other than (i) the issuance of a Tier 1 (AT1) capital instrument by Northmill Group AB (publ) in an aggregate nominal amount of SEK 275,000,000 in April 2026, issued for the purpose of optimising the Group's capital structure and strengthening the capital base for continued growth, (ii) the issuance of additional Tier 2 capital instruments (T2) in an aggregate principal amount of SEK 150,000,000 in September 2026, and (iii) the divestment of the shares in Northmill Flo AB, there have been no

significant changes to the Company's financial performance, results or position since 30 September 2026 (the end of the period of the Interim Report), nor has there been any material adverse change in the prospects of the Issuer since 31 December 2025, being the end of the last financial period for which an audited financial report has been prepared and there have been no recent events specific to the Company which to a material extent are relevant to the evaluation of the Issuer's solvency.

9 LEGAL AND SUPPLEMENTARY INFORMATION

9.1 Legal and ownership structure

The table below sets forth the Issuer's ownership structure as of 30 September 2026 and any subsequent known changes. The Board of Directors is not aware of any shareholder agreements or similar arrangements relating to the shares in or control of the Company. As of the date of the Prospectus, and as far as the Company is aware, the Company is not directly or indirectly controlled by any party, whether individually or jointly with others.

Shareholders	**Number**	**Percentage**
Shareholders with holdings exceeding 5 per cent of the shares		
Hikmet Ego	18,870	15.7%
George Kurt	18,870	15.7%
Sargon Kurt	18,870	15.7%
Jousline Ego[1)]	17,717	14.7%
M2 Asset Management AB	6,511	5.4%
Other existing shareholders	*39,423*	*32.8%*
Total	120,261	**100%**

1) Jousline Ego holds 17,678 shares indirectly through Barego Holdings AB.

The Issuer and the Subsidiary are directly or indirectly owned or controlled by the Issuer's shareholders through its respective holdings. To ensure that such control is not abused, in their decision making and administration, the Issuer and the Subsidiary follow the provisions of applicable law and relevant regulations, entailing, *inter alia*, that the Board of Directors and the shareholders in each company observe the rules regarding corporate governance in the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*) and, with respect to the Issuer, also the Swedish Code of Corporate Governance (Sw. *Svensk kod för bolagsstyrning*), and that the shareholders exercise their influence through active participation in the decisions made at the shareholders' meeting. Further, the Articles of Association of the Issuer and the Subsidiary, respectively, are observed.

9.2 Share capital

Under the Issuer's Articles of Association, the share capital shall be no less than SEK 500,000 and not more than SEK 2,000,000, and the number of shares shall be no less than 100,000 and not more than 400,000. At the date of this Prospectus, the Company's share capital amounts to SEK 540,858.638555, divided among 120,261 shares. The shares are denominated in SEK and each

share has a quota value of SEK 4.49. The shares in the Company have been issued in accordance with Swedish law. All issued shares are fully paid and freely transferable.

Under the Subsidiary's Articles of Association, the share capital shall be no less than SEK 50,000,000 and not more than SEK 200,000,000. The Subsidiary has an issued share capital of SEK 75,000,000 divided into 75,000,000 shares at the date of this Prospectus. The shares are denominated in SEK and each share has a quota value of SEK 1.00. The shares in the Subsidiary have been issued in accordance with Swedish law. As of the date of this Prospectus, the Issuer is the sole shareholder of the Subsidiary.

9.3 Legal and arbitration proceedings

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

Northmill Bank AB is currently subject to an investigation by the SFSA regarding its compliance with applicable anti-money laundering regulations. The investigation, which commenced in October 2023, covers Northmill Bank AB's general risk assessment, customer due diligence procedures and guidelines, customer risk assessment, customer due diligence measures, reporting of suspicious transactions and/or activities to the Swedish Police Authority, and monitoring of business relationships and transactions. The investigation is part of the SFSA's broader supervisory activities within this area and is currently ongoing.

9.4 Further information regarding the Board of Directors and executive management

There are no family ties between any of the members of the Board of Directors or executive management of the Issuer. There is one family tie between a member of the Board of Directors and a member of the executive management of the subsidiary Northmill Bank AB.

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

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

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

9.5 Material agreements

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

9.5.1 Bonds

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

Type	ISIN	Ticker	Currency	Amount (million)	Margin (%)	Issue date	First call / Maturity date
Tier 2 capital instrument	SE0030 285839	N/A	SEK	150	4.75	11 September 2026	11 September 2031 / 11 December 2036
Additional Tier 1 capital instrument	SE0028 551614	N/A	SEK	275	6.9	30 April 2026	30 April 2031 / Perpetual
Tier 2 capital instrument	SE0026 821332	N/A	SEK	100	6.5	21 November 2025	21 November 2030 / 21 February 2036

9.6 Related party transactions

The Issuer's transactions with related parties during the financial years 2024 and 2025 are set out in Note 27 to the audited financial statements for the financial year ended 31 December 2024 and Note 28 to the audited financial statements for the financial year ended 31 December 2025, which is incorporated by reference into the Prospectus; see the section "Documents incorporated by reference". Apart from what is set out below, there have been no related-party transactions since 2023 which, individually or in aggregate, are of material significance to the Group.

In 2024, Northmill Group AB (publ) received a group contribution of SEK 500,000 from its wholly-owned subsidiary Northmill Bank AB, with a corresponding intra-group receivable of SEK 500,000 outstanding as at 31 December 2024.

In 2025, Northmill Group AB (publ) received group contributions of SEK 5,000,000 from Northmill Bank AB and SEK 3,800,000 from Northmill Flo AB. As at 31 December 2025, the Issuer held intra-group receivables of SEK 3,300,000 from Northmill Bank AB and SEK 3,800,000 from Northmill Flo AB.

In 2025, Northmill Group AB (publ) provided an unconditional shareholder contribution of SEK 100,000,000 to Northmill Bank AB to strengthen the Subsidiary's capital base.

In March 2026, Northmill Group AB (publ) completed the divestiture of its wholly-owned subsidiary Northmill Flo AB. Following the divestiture, the Group's related-party relationships are limited to Northmill Bank AB and the associated company Pointiva AB.

In April 2026, Northmill Group AB (publ) provided a shareholder contribution of SEK 275,000,000 to Northmill Bank AB in connection with the issuance of an Additional Tier 1 (AT1) capital instrument of equal amount, aimed at optimising the Group's capital structure and supporting continued growth.

In September 2026, Northmill Group AB (publ) provided an unconditional shareholder contribution of SEK 150,000,000 to Northmill Bank AB in connection with the issuance of subordinated Tier 2 capital instruments of equal amount, aimed at optimising the Group's capital structure and supporting continued growth.

9.7 Regulatory overview

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

9.7.1 Capital adequacy rules

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

The CRR and CRD IV are supported by a set of binding technical standards developed by the European Banking Authority. The CRR is directly applicable and binding in Sweden, whilst the CRD IV has been implemented through national laws and regulations. CRR III has been applied in principle from 1 January 2025, but transitional rules will continue to apply for several years. CRD VI was transposed into national legislation by Member States in January and July of 2026, and has been implemented in Sweden through amendments to the Swedish Banking and Financing Business Act (Sw. *lagen (2004:297) om bank- och finansieringsrörelse*), the Swedish Credit Institutions and Securities Companies (Special Supervision) Act (Sw. *lag (2014:968) om särskild tillsyn över kreditinstitut och värdepappersbolag*) and related legislation. Northmill is also subject to liquidity requirements in its capacity as a credit institution supervised by the SFSA, including a statutory requirement to maintain sufficient liquidity to meet its obligations as they fall due. SFSA has issued regulations on liquidity, such as the SFSA Regulations regarding management of liquidity risks in credit institutions and investment firms (FFFS 2010:7), which Northmill must comply with. In addition to capital and liquidity requirements, the CRR and CRD IV also contain several other rules concerning, amongst other things, corporate governance, remuneration and sanctions.

9.7.2 Money laundering and terrorist financing

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

Money Laundering Directives, primarily those relating to criminal law provisions. The Money Laundering Act includes, amongst other things, a requirement for businesses covered by the Act to carry out a general risk assessment, provisions on compliance and internal control functions, and requirements for suitability assessments of employees working on measures to prevent money laundering and terrorist financing. The SFSA has introduced anti-money laundering regulations which supplement the Money Laundering Act and set out in greater detail how institutions are to comply with the requirements of the Act. From 10 July 2027, Regulation (EU) 2024/1624 of the European Parliament and of the Council on measures to prevent the use of the financial system for the purposes of money laundering or terrorist financing (the "**Anti-Money Laundering Regulation**") will enter into force, which will largely replace the Money Laundering Act.

9.7.3 Recovery and resolution measures under the BRRD

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

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

9.7.4 Ownership, ownership-management and management assessments

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

9.7.5 The Deposit Guarantee Scheme

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

9.7.6 Consumer credit

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

9.7.7 GDPR

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

personal data may only be processed if a lawful basis for the processing has been established, including but not limited to the performance of a contract.

10 DOCUMENTS AVAILABLE FOR INSPECTION

The Issuer's Articles of Association, certificate of registration and annual reports for the financial years 2024 and 2025, including auditors' reports, are available for inspection during office hours at the Company's head office at Regeringsgatan 20 111 53 Stockholm, Sweden. These documents are also available in electronic form on Northmill's website, www.northmill.com. The information on Northmill's website, or on any other referenced website, does not form part of the Prospectus unless incorporated into the Prospectus by reference, and has not been reviewed or approved by the competent authority.

11 ADDRESSES

THE COMPANY

Northmill Group AB (publ)

Regeringsgatan 20

111 53 Stockholm

Sweden

Telephone number: 08-400 070 40

www.northmill.com

MANAGER

DNB Carnegie Investment Bank AB

Regeringsgatan 56

SE-103 38 Stockholm

Sweden

AUDITOR

Öhrlings PricewaterhouseCoopers AB

Torsgatan 21

SE-113 97 Stockholm

Sweden

LEGAL ADVISER TO THE COMPANY

Advokatfirman Vinge KB

Smålandsgatan 20

SE-111 46 Stockholm

Sweden