

EUR 35,000,000,000 EURO MEDIUM TERM NOTE PROGRAMME

This Base Prospectus (the “**Base Prospectus**”) has been approved by the Central Bank of Ireland (the “**Central Bank**”), as competent authority under Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). The Central Bank only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval by the Central Bank should not be considered as an endorsement of the quality of the Notes (as defined below) that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. In addition, such approval relates only to the Notes which are to be admitted to trading on the regulated market (the “**Regulated Market**”) of the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) for the purposes of Directive 2014/65/EU (as amended) (“**MiFID II**”) and/or which are to be offered to the public in any Member State of the European Economic Area (which, for these purposes, includes the United Kingdom) (each, a “**Member State**”) in circumstances that require the publication of a prospectus.

This Base Prospectus constitutes a base prospectus for the purposes of Article 8 of the Prospectus Regulation and has been prepared for the purpose of giving information with regard to the issue of notes (the “**Notes**”) under the programme (the “**Programme**”).

Application has been made to Euronext Dublin for Notes issued under the Programme (other than Exempt Notes (as defined below)) during the period of 12 months from the date of this Base Prospectus to be admitted to the Official List of Euronext Dublin and trading on the Regulated Market. References in this Base Prospectus to Notes being “**listed**” (and all related references) on Euronext Dublin shall mean that such Notes have been admitted to the Official List of Euronext Dublin and to trading on the Regulated Market. Application may be made for Notes issued under the Programme (other than Exempt Notes) to be admitted to trading and to be listed on The Nasdaq Copenhagen A/S or such other regulated market in the European Economic Area for the purposes of MiFID II as may be specified in the relevant Final Terms (as defined below). No assurance can be given that any such application will be successful.

This Base Prospectus is valid for 12 months from its date in relation to the Notes which are to be admitted to trading on a regulated market in the European Economic Area for the purposes of MiFID II. For these purposes, references to the European Economic Area include the United Kingdom. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer (as defined below).

The requirement to publish a prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market in the European Economic Area for the purposes of MiFID II and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation (and, for these purposes, references to the European Economic Area include the United Kingdom). References in this Base Prospectus to “**Exempt Notes**” are to Notes for which no prospectus is required to be published under the Prospectus Regulation. The Central Bank has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes.

Under the Programme, Notes may be (i) preferred senior notes (“**Preferred Senior Notes**”), (ii) non-preferred senior notes (“**Non-Preferred Senior Notes**”) or (iii) subordinated and, on issue, constituting Tier 2 Capital (as defined in the Terms and Conditions of the Notes) (“**Subordinated Notes**”), as indicated in the relevant Final Terms or Pricing Supplement (as defined below). The minimum denomination of each Note admitted to trading on a regulated market in the European Economic Area for the purposes of MiFID II or offered to the public in a Member State in circumstances which would otherwise require the publication of a prospectus under the Prospectus Regulation will be EUR 100,000 (or, if the relevant Notes are denominated in a currency other than euro, the equivalent amount in such currency).

Prospective investors of all Notes are referred to the sections headed “European Economic Area and United Kingdom Retail Investors” and “MiFID II Product Governance/Target Market” on page 5 of this Base Prospectus.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933 (as amended) (the “**Securities Act**”) and may include Notes in bearer form which are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to, or for the account of, any U.S. persons. The Notes may be offered and sold outside the United States to non U.S. persons in reliance on Regulation S (“**Regulation S**”) under the Securities Act and within the United States to “qualified institutional buyers” (each, a “**QIB**”) as defined in and pursuant to Rule 144A under the Securities Act (“**Rule 144A**”). Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms or Pricing Supplement and other offering material relating to the Notes, see “Subscription and Sale”.

An investment in Notes issued under the Programme involves certain risks. Prospective purchasers of Notes should ensure that they understand the nature of the relevant Notes and the extent of their exposure to risks and that they consider the suitability of the relevant Notes as an investment in the light of their own circumstances and financial condition. For a discussion of these risks see “Risk Factors” below.

Arrangers for the Programme

BNP PARIBAS

DANSKE BANK

HSBC

Dealers

BARCLAYS
BofA SECURITIES
CREDIT SUISSE
DEUTSCHE BANK
HSBC
MORGAN STANLEY

BNP PARIBAS
CITIGROUP
DANSKE BANK
GOLDMAN SACHS INTERNATIONAL
J.P. MORGAN
SOCIÉTÉ GÉNÉRALE CORPORATE &
INVESTMENT BANKING

UBS INVESTMENT BANK

This Base Prospectus should be read and construed together with any supplement hereto and with any documents incorporated by reference herein and, in relation to any Tranche (as defined in “*Terms and Conditions of the Notes*” below) of Notes, should be read and construed together with the relevant Final Terms or Pricing Supplement.

Danske Bank A/S (the “**Issuer**”) has confirmed to the dealers (the “**Dealers**”) named under “*Subscription and Sale*” that this Base Prospectus (including for this purpose, the relevant Final Terms or Pricing Supplement) is true, accurate and complete in all material respects and is not misleading; that any opinions and intentions expressed herein are honestly held, are based on reasonable assumptions and are not misleading; that there are no other facts in relation to the information contained or incorporated by reference in this Base Prospectus the omission of which would, in the context of the Programme or the issue of the Notes, make any statement herein or opinions or intentions expressed herein misleading in any material respect; and that all reasonable enquiries have been made to verify the foregoing.

No person is or has been authorised by the Issuer or any Dealer to give any information or to make any representation not contained in or not consistent with this Base Prospectus (including any documents incorporated by reference in this Base Prospectus referred to below under “*Documents Incorporated by Reference*”) or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer.

No representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates makes any representation or warranty or accepts any responsibility, as to the accuracy or completeness of the information contained in this Base Prospectus. Neither the delivery of this Base Prospectus, any Final Terms or any Pricing Supplement nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change in the financial situation of the Issuer since the date thereof, or, as the case may be, the date upon which this Base Prospectus has been most recently supplemented or the balance sheet date of the most recent financial statements which are deemed to be incorporated into this Base Prospectus by reference or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. None of the Dealers will verify or monitor the application of the proceeds of any Green Bonds (as defined below) issued under this Programme.

Each potential investor of Notes must determine the suitability of that investment in light of its own circumstances. In particular, each investor should: (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement to this Base Prospectus; (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio; (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the currency in which such potential investor’s financial activities are principally denominated; (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The Notes have not been, and will not be, registered under the Securities Act or any state securities laws. Unless otherwise specified in any supplement to this Base Prospectus, each Tranche of Notes is initially being

offered for sale outside the United States to non-U.S. persons in reliance on, and in accordance with, Regulation S or privately placed exclusively to persons reasonably believed by the relevant Dealer(s) to be QIBs within the meaning of Rule 144A. Each Tranche of Notes in registered form will be represented by a registered Note (each a **“Registered Note”**). Registered Notes which are sold in an “offshore transaction” within the meaning of Regulation S under the Securities Act (**“Regulation S Notes”**) will initially be represented by a permanent global registered Note (each a **“Regulation S Global Note”**) without interest coupons, which will be deposited on the relevant issue date either (a) in the case of a Tranche intended to be cleared through Euroclear Bank SA/NV (**“Euroclear”**) and/or Clearstream Banking S.A. (**“Clearstream, Luxembourg”**), with a common depositary or common safe-keeper, as the case may be, on behalf of Euroclear and Clearstream, Luxembourg or (b) in the case of a Tranche intended to be cleared through a clearing system other than, or in addition to, Euroclear and/or Clearstream, Luxembourg, or delivered outside a clearing system, as agreed between the Issuer and the relevant Dealer(s). Registered Notes which are sold in the United States to QIBs within the meaning of Rule 144A (**“Rule 144A Notes”**) will initially be represented by a permanent global registered Note (each a **“Rule 144A Global Note”** and together with the Regulation S Global Notes, the **“Global Registered Notes”**), without interest coupons, which will be deposited on the relevant issue date with a custodian (the **“Custodian”**) for, and registered in the name of Cede & Co. as nominee for, The Depository Trust Company (**“DTC”**). **Neither this Base Prospectus nor any Final Terms or Pricing Supplement may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.**

The distribution of this Base Prospectus and any Final Terms or Pricing Supplement and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms or any Pricing Supplement comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions.

Neither this Base Prospectus nor any Final Terms or any Pricing Supplement constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Base Prospectus, any Final Terms or any Pricing Supplement should subscribe for or purchase any Notes. Each recipient of this Base Prospectus, any Final Terms or any Pricing Supplement shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

The rating of certain Series (as defined in *“Terms and Conditions of the Notes”* below) of Notes to be issued under the Programme may be specified in the relevant Final Terms or Pricing Supplement. Whether or not each credit rating applied for in relation to a relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under Regulation (EU) No. 1060/2009 (as amended) (the **“CRA Regulation”**) will be disclosed in the relevant Final Terms or Pricing Supplement. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused. A list of registered credit rating agencies is available on the European Securities and Markets Authority (**“ESMA”**) website at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk> (list last updated on 14 November 2019).

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the **“Benchmarks Regulation”**). If any such reference rate does constitute such a benchmark, the relevant Final Terms or Pricing Supplement will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the Benchmarks Regulation. Transitional provisions in the Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Final Terms or Pricing Supplement. The registration status of any administrator under the Benchmarks Regulation is a matter of public

record and, save where required by applicable law, the Issuer does not intend to update the relevant Final Terms or Pricing Supplement to reflect any change in the registration status of the administrator.

All references in this Base Prospectus to “**Danish Kroner**”, “**kroner**”, “**DKr**” or “**DKK**” are to the currency of Denmark, to “**EUR**” or “**euro**” are to the currency introduced at the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended, of those members of the European Union which are participating in the European economic and monetary union (the “**Eurozone**”), to “**CNY**” and “**Renminbi**” are to the lawful currency of the People’s Republic of China (the “**PRC**”) which, for the purposes of this definition only, excludes the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan and all references to “**U.S.\$**”, “**USD**” and “**U.S. Dollars**” are to the currency of the United States of America.

EUROPEAN ECONOMIC AREA AND UNITED KINGDOM RETAIL INVESTORS

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

MIFID II PRODUCT GOVERNANCE/TARGET MARKET

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

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

RESPONSIBILITY STATEMENT

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms or Pricing Supplement for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. References herein to this “**Base Prospectus**” are to this document, as supplemented from time to time, including the documents incorporated by reference.

STABILISATION

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF NOTES, THE DEALER OR DEALERS (IF ANY) NAMED AS THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN THE RELEVANT FINAL TERMS OR PRICING SUPPLEMENT MAY OVER ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, STABILISATION MAY NOT NECESSARILY OCCUR. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF NOTES IS MADE AND, IF BEGUN, MAY CEASE AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

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RISK FACTORS

Prospective investors should read the entire Base Prospectus and reach their own views prior to making any investment decision.

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. All of these factors are contingencies that may or may not occur.

Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons which may not be considered significant risks by the Issuer based on information currently available to it and which it may not currently be able to anticipate. The risks outlined below do not consider an investor's specific knowledge and/or understanding about risks typically associated with the Issuer and the acquisition and ownership of Notes, whether obtained through experience, training or otherwise, or the lack of such specific knowledge understanding, or circumstances that may apply to a particular investor.

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

Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme

The Danske Bank Group is exposed to a variety of risks, the most significant of which are credit risk, market risk, liquidity, funding and capital risk, insurance and pension risk, and non-financial risk. Non-financial risk consists of model risk, operational risk, technology risk, financial crime risk, conduct risk and financial control and strategic risk

The Danske Bank Group (the "**Danske Bank Group**" or the "**Group**") is exposed to a number of risks and manages them at different organisational levels. The principal risk categories are as follows:

- Credit risk: The risk of losses because debtors fail to meet all or part of their payment obligations to the Group. Credit risk includes counterparty credit risk.
- Market risk: The risk of losses or gains caused by changes in the market values of the Group's financial assets, liabilities and off-balance-sheet items resulting from changes in market prices or rates.
- Liquidity, funding and capital risk: The risk that the Group has to issue liabilities or own funds at excessive costs, is unable to pursue its business strategy due to balance sheet requirements and restrictions, or the Group ultimately cannot fulfil its payment obligations due to lack of funds.
- Insurance and pension risk: Danske Bank Group's insurance and pension risk consists of the risks originating from its ownership of Danica Pension. This includes market risk, life insurance risk and operational risk.
- Non-financial risk: The risk of financial losses or gains, regulatory impact, reputational impact or customer impact resulting from inadequate or failed internal processes or from people, systems or external events, including legal and compliance risks.

Failure to control these risks could result in adverse effects on the Issuer's financial performance and reputation.

Regulatory changes could materially affect the Issuer's business

The Issuer is subject to financial services laws, regulations, administrative actions and policies in Denmark and in each other jurisdiction in which the Issuer carries on business. Changes in supervision and regulation, in particular in Denmark, could materially affect the Issuer's business, the products and services offered or the value of its assets. Although the Issuer works closely with its regulators and continually monitors the situation, future changes in regulation, fiscal or other policies can be unpredictable and are beyond the control of the Issuer.

Various aspects of banking regulations are still under debate internationally, including *inter alia*, proposals to review standardised and internally modelled approaches for capital requirements for credit, market and operational risk (together with a proposed capital floor based on the revised standardised approaches for financial institutions using internal models) as well as proposals to increase a financial institution's ability to absorb losses in a situation where it is deemed no longer viable.

The Issuer is subject to risks as a result of implementation of the European Banking and Capital Markets Union. The Group has entities both within and outside the Eurozone.

The Group operates in a legal and regulatory environment that exposes it to potentially significant litigation and regulatory risks

The Group may become involved in various disputes and legal proceedings in Denmark and other jurisdictions, including litigation and regulatory investigations. The Group's banking and other operations, including its insurance operations, like those of other financial services companies, have been the subject of regulatory scrutiny from time to time. For example, the Group is subject to applicable anti-money laundering and terrorist financing laws. The supervisory authorities conduct on-going inspections from time to time of the Group's compliance with anti-money laundering ("AML") legislation, sanctions, and terrorist financing laws, which can potentially lead to supervisory actions.

On the basis of suspicions that the Issuer's branch in Estonia may have been used for money laundering, the Group launched investigations into the non-resident portfolio at its Estonian branch between 2007 and 2015. The conclusion of a root cause analysis was that several deficiencies in the period from 2007 to 2015 led to the Estonian branch not being sufficiently effective in preventing it from potentially being used for money laundering. As a result, the Group, as reported in a press release of 21 September 2017, chose to expand its investigation to cover customers and transactions in the non-resident portfolio at the Estonian branch in that period. The Board of Directors ordered the investigations, which were led by the Bruun & Hjejle law firm. The portfolio investigation, which is still ongoing, covers around 15,000 customers and 9.5 million payments. Finding and reporting any suspicious activities is of primary concern, and the Issuer continues to report to the relevant authorities. The Issuer will report to the market via the usual channels in accordance with normal practice.

The Issuer also expanded the investigation to look into similar transactions elsewhere as required. The purpose was to report any previously unreported suspicious activity to the authorities and to get a full understanding of historical activity in the portfolio. Moreover, the Issuer believed it essential for the Group to get full insight into the matter and use this insight to prevent something similar from happening in the future.

The Issuer has continuous dialogues with the supervisory authorities in the markets where the Issuer is active. As part of such dialogue, the Issuer has also discussed the AML matters at the Estonian branch and the findings of the Issuer's "Report on the Non-Resident Portfolio at Danske Bank's Estonian branch" as published on 19 September 2018 (the "**Report**"), and several other authorities have asked questions pertaining to the Issuer's alleged involvement in the so-called "Russian Laundromat" and "Azerbaijan Laundromat" and the findings of the Report. In Denmark, supervisory orders and reprimands are publicly available.

In a separate matter, on 24 June 2019, the Issuer announced that customers who had invested in the Flexinvest Fri product (“**Flexinvest Fri**”) during a certain period had paid fees that were too high. This was a result of a number of management decisions taken in 2017 to change fees relating to Flexinvest Fri in connection with the implementation of MIFID II in 2017. At the time, interest rates were low, and the expected returns were similarly low. The aforementioned management decisions caused the fees relating to Flexinvest Fri to be set at too high a level in relation to the expected returns, which made the product unsuitable for some customers.

Upon discovery of the Flexinvest Fri matter, the Issuer notified the DFSA and instructed external counsel to conduct a thorough review. The DFSA issued a decision on 30 August 2019 which contained a number of orders. The Issuer has taken note of the orders and will continue to take the steps necessary to ensure compliance with regulatory requirements. In connection with the decision, the DFSA also filed a criminal complaint against the Issuer. The Issuer is cooperating fully with the authorities and has individually contacted all affected customers by letter. As of 31 December 2019, approximately 83,000 affected customers had received compensation, and all remaining affected customers are expected to receive compensation from the Issuer within the first quarter of 2020.

The Issuer has an ongoing dialogue with the DFSA and expects capital requirements to be subject to change going forward. This is a result of general product governance risk following the Flexinvest Fri investigation and inspection of the Issuer’s IT governance structure. The Issuer implemented Pillar 2 add-ons of DKK 4 billion in the third quarter of 2019 related to Flexinvest Fri and IT Governance.

On 14 November 2019, following the criminal complaint filed on 30 August 2019 by the DFSA, the Issuer was preliminarily charged by the Danish State Prosecutor for Serious Economic and International Crime (“**SØIK**”) with violating the Danish Executive Order on Investor Protection. The Issuer does not comment on the risk of fines being imposed or the amount of such fines, if any. The Issuer will update the financial market via the usual means.

The Issuer’s press release regarding the preliminary charge can be found on the Issuer’s website via the following link: <https://danskebank.com/news-and-insights/news-archive/company-announcements/2019/ca14112019>. The aforementioned DFSA orders can be found on the following website: https://www.dfsa.dk/en/News/Press-releases/2019/DanskeBank_flexinvest.

In addition, in December 2019, the Issuer received several orders from the DFSA regarding deficiencies in its market monitoring function. The DFSA conducted an inspection of the Issuer between November 2018 and November 2019. A copy of the DFSA’s statement regarding the Issuer’s market monitoring function is available via the following link: <https://danskebank.com/-/media/danske-bank-com/pdf/investor-relations/tilsynsredegoerelser/redegoerelse-om-markedsovervaagningsfunktionen-i-danske-bank-as-af-6-12-2019.pdf?rev=9456a8b83bd84f56b5f86f0c34022178&hash=126B94FFBA63CC9BD0931AA83C417486>.

Further, on 17 January 2020, the Issuer received a Letter of Consent (“**LOC**”) from the U.S. Cboe Futures Exchange (“**CFE**”) in relation to a breach of the CFE Rulebook and Rule 616 pertaining to wash trades. The Issuer received a fine of USD 30,000. The LOC from the CFE’s is available via the following link: http://www.cboe.com/framed/pdf/framed?content=/publish/CFEDisDecision/CFE%2019-0006%20Danske%20Bank.pdf§ion=SEC_ABOUT_CBOE&title=CFE+19-0006+USFI+554%2f499+Danske+Bank+A%2fS.

The Issuer is in an ongoing dialogue with the DFSA and certain other authorities regarding the wash trades, which may result in additional investigations and sanctions against the Issuer.

The Group is also subject to various laws and regulations relating to financial and trade sanctions in the jurisdictions in which it operates, including but not limited to those of the Nordic countries, the EU and the United States. These laws and regulations require the Group, amongst other things, to adopt and enforce “know-your-customer” policies and procedures and in some countries to report specific transactions to the relevant regulatory authorities. In connection with such voluntary reporting by the Group or its correspondent banks, or otherwise as part of the Group’s dialogue with such regulatory authorities, the Group from time to time shares information with

them pertaining to certain customer payments that may have been made illegally or for improper purposes using the Group's banking network. Although the Group has adopted policies and procedures aimed at detecting and preventing the use of its banking network for illegal or improper purposes, such policies and procedures are not always effective in detecting and preventing such transactions, and the Group is continuously seeking to enhance its procedures. Failure by the Group to comply with financial and trade sanctions may result in regulatory investigations, fines and other penalties on the Group, and its business and reputation could suffer if customers use its banking network for such illegal or improper purposes.

Disputes and legal proceedings generally are subject to many uncertainties, and their outcomes are often difficult to predict, particularly in the earlier stages of a case or investigation. Adverse regulatory action or adverse judgments in litigation could result in reputational harm, fines or restrictions or limitations on the Group's operations, any of which could result in a material adverse effect on the Group's financial condition. The timing of completion of the investigations by, and subsequent discussions with, the authorities is uncertain, as is the outcome. Further information on specific legal proceedings and developments in relation to the AML matters at the Estonian branch and the matters in respect of Flexinvest Fri are included in the section "*Legal and Regulatory Proceedings*" on page 143 of the Base Prospectus.

The Issuer faces increased capital requirements due to the finalisation of the Basel III Framework

In December 2017, the Basel Committee on Banking Supervision (the "**BCBS**") published revised standards. The political process to implement the revised standards in the European Union has only recently been initiated - therefore, the outcome is subject to substantial uncertainty. The Group expects the European Union Commission to present a legislative proposal in the second half of 2020. It is still too early to assess the potential impact in details. However, the Group expects the European Union implementation to imply increased REA for the Group.

The European Union Banking Reform package (the "**EU Banking Reform**"), consisting of Directive 2019/878 of the European Parliament and of the Council ("**CRD V**"), Regulation (EU) 2019/876 of the European Parliament and of the Council ("**CRR II**") and Directive (EU) 2019/879 of the European Parliament and of the Council ("**BRRD II**"), was adopted in June 2019. The Group assesses the package to have limited capital and risk exposure amount ("**REA**") impact on the Issuer.

Until fully implemented, the Issuer cannot predict the precise effects of the changes that result from the implementation of the finalisation of the Basel III framework on its own financial performance or the impact on the pricing of its Notes issued under the Programme. Prospective investors in Notes should consult their own advisers as to the consequences of the implementation of the finalisation of the Basel III framework.

The Council of the European Union has adopted a bank recovery and resolution directive which is intended to enable a range of actions to be taken in relation to credit institutions and investment firms considered to be at risk of failing. Should the Group enter into resolution this could, in certain limited circumstances, ultimately entail the bail-in of any Notes

The European Union-wide framework for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU) (the "**BRRD**") and its national implementation ultimately implies the risk of bail-in of the Notes issued by the Issuer if the Group were to enter into resolution, and the relevant resolution authority chose to apply the bail-in tool.

Holders of the Notes may be subject to write-down or conversion into equity on any application of the general bail-in tool as described above and, in the case of Subordinated Notes, any non-viability loss absorption, which may result in Holders losing some or all of their investment. The exercise of any power under the BRRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of Holders, the price or value of their investment in any relevant Notes and/or the ability of the Issuer to satisfy its obligations under any relevant Notes. Prospective investors in Notes should consult their own advisors as to the consequences of the implementation of BRRD. The BRRD is further explained in the section "*Description of the Danske Bank Group*" on page 131 of the Base Prospectus.

The Group will have to pay additional amounts under resolution funds or deposit guarantee schemes

In Denmark and other jurisdictions, deposit guarantee schemes and similar funds (“**Deposit Guarantee Schemes**”) have been implemented from which compensation for deposits may become payable to customers of financial services firms in the event a financial services firm is unable to pay, or unlikely to pay, claims against it. In most jurisdictions in which the Group operates, these Deposit Guarantee Schemes and resolution funds are funded, directly or indirectly, by financial services firms which operate and/or are licensed in the relevant jurisdiction. The future target level of funds to be accumulated in Deposit Guarantee Schemes and resolution funds across different European Union countries may exceed the minimum target levels provided for in the BRRD, Directive 2014/49/EC (the “**revised Deposit Guarantee Schemes Directive**”) and in Regulation 2014/806/EC of the European Parliament and of the Council establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation 1093/2010/EC (the “**SRM**”) (the latter of which will be relevant for Danish credit institutions should Denmark choose to participate in the Banking Union, which includes the SRM).

Through participation in the Deposit Guarantee Fund for Depositors and Investors (the “**Danish Guarantee Fund**”), Danish credit institutions undertake to cover losses incurred on covered deposits held with distressed credit institutions. The Danish Guarantee Fund’s capital must amount to at least 0.8 per cent. of the covered deposits of all Danish credit institutions by 31 December 2024. The Danish Guarantee Fund is currently fully funded, but if the fund subsequently does not have sufficient means to make the required payments, extraordinary contributions of up to 0.5 per cent. of the individual institution’s covered deposits may be required. Extraordinary contributions above this percentage require the consent of the DFSA. If the Danish Guarantee Fund’s capital falls below two-thirds of the minimum amount (0.8 per cent. of covered deposits), the Danish Guarantee Fund must reach the target level again within six years.

The Issuer, Realkredit Danmark and other Danish financial institutions must make contributions to the Danish resolution fund on the basis of the amount of their respective liabilities (excluding own funds) less covered deposits and risks relative to other financial institutions in Denmark. The assets of the Danish resolution fund must equal at least 1 per cent. of the covered deposits of all Danish financial institutions by 31 December 2024. The first contributions to the Danish resolution fund were paid in the fourth quarter of 2015. The intention is for losses to be covered by the annual contributions made by the participating financial institutions. Consequently, if the Danish resolution fund does not have sufficient means, extraordinary contributions of up to three times the latest annual contributions may be required.

In addition, the Issuer’s international subsidiaries contribute to national deposit guarantee schemes and resolution funds to the extent required.

The Group may be affected by economic and geopolitical conditions in the countries in which it operates

The financial services industry generally prospers in conditions of economic growth, stable geopolitical conditions, capital markets that are transparent, liquid and buoyant, and positive investor sentiment. Each of the Group’s operating segments is affected by general economic and geopolitical conditions, which can cause the Group’s results of operations and financial position to fluctuate from year to year as well as on a long-term basis. The Group’s performance is in particular significantly influenced by the general economic conditions of the countries in which it operates, in particular the Nordic markets (Denmark, Sweden, Norway and Finland) and Northern Ireland.

Since 2014, Denmark has experienced annual GDP growth close to 2 per cent., and a sustained increase in employment. Growth has been driven by increasing consumption, business investment and exports. Employment growth has slowed during 2019 and the unemployment rate is no longer declining. Growth in Sweden accelerated to 4.4 per cent. in 2015 supported by private consumption and housing investment. Growth has since moderated to 2.4 per cent. in 2016-2017 and 2.2 per cent. in 2018 as housing investment has declined. In 2019, unemployment increased and the economy slowed down further on the back of declining housing investments and only modest private consumption growth. GDP-growth was 1.3 per cent. in 2019. Norway was

negatively affected by the decline in oil prices in 2014, but did not experience an actual recession and has, since 2017, been recovering from a period of low growth, as oil-related investment has recovered. Finland suffered 3 years of declining GDP due to, among other things, declining exports to Russia, and a need to tighten fiscal policy. Since 2015, growth has accelerated and reached 3 per cent. in 2017, driven primarily by investments and an increase in private consumption, before slowing to 1.7 per cent. in 2018. The economy slowed down significantly towards the end of 2019 where overall growth ended up at 1.0 per cent.

Across the Nordic countries, growth has been sustained by increasing private consumption in the years since the financial crisis. In Denmark and Sweden real wages have grown due to low inflation, and employment has increased. Norway has experienced higher inflation following the depreciation of the Norwegian Kroner, but real wage increases have remained positive. In Finland, real wages decreased in 2017 due to, among other things, an internal devaluation in the shape of a one-year wage freeze. However, real wages have since increased and low inflation and interest rates, combined with an income tax cut, have kept private consumption going strong. Years of rapid house price increases in Sweden and Norway reversed in 2017, especially in Sweden where prices decreased significantly in the second half of 2017 but have recovered since. In Sweden, where residential investments are an important growth driver, the Issuer expects overall growth will be negatively affected as household finances and the finances of construction-related businesses have weakened and house prices may well decline further. Norwegian house prices declined in the first half of 2017 led by lower prices in Oslo as supply of new housing has increased and access to mortgage financing has been limited by regulatory measures. Since then, prices have increased again, on average to levels above the levels before the decline.

In 2020, novel strain of the coronavirus (“COVID-19”) has spread across the world including to the Nordic countries, where the disease and the measures taken against it are likely to have a significant negative effect on the economy in terms of GDP, employment, income and house prices. Preliminary data indicates that, in March 2020, unemployment has increased in Denmark, Sweden and Norway as a result of the spread of COVID-19.

As Nordic countries are small, open economies, they are sensitive to disruptions in the global economy or the free flow of goods and services. Very accommodating central bank monetary policy and low interest rates have had, and continue to have, an impact on the Group’s net interest income. Adverse economic developments have affected and will continue to affect the Group’s business in a number of ways, including, among others, the income, wealth, liquidity, business and/or financial condition of the Group’s customers, particularly its small- and medium-sized enterprise (“SME”) customers, which, in turn, could further reduce the Group’s credit quality (resulting in increased impairment charges) and demand for the Group’s financial products and services. As a result, any or all of the conditions described above could continue to have a material adverse effect on the Group’s business, results of operations and financial position, and measures implemented by the Group might not be satisfactory to reduce any credit, market and liquidity risks.

COVID-19 outbreak could have a material adverse effect on the Group’s business, results of operations and financial position.

COVID-19, identified in China in late 2019, has spread throughout the world, impacting Asia, Europe, the Middle East and North America. On 11 March 2020, the World Health Organization confirmed that its spread and severity had escalated to the point of pandemic. The outbreak of COVID-19 has resulted in authorities, including those in the Nordic countries, implementing numerous measures to try to contain the virus, such as travel bans and restrictions, curfews, lockdowns, quarantines and shutdowns of business and workplaces, and has led to materially increased volatility and declines in financial markets and significant worsening of the macroeconomic outlook. The duration of such restrictions is highly uncertain, but could be prolonged, and even stricter measures may be put in place. Such restrictions are already in place in all of the Group’s markets.

The spread of COVID-19 has led the Group to modify its operational practices, and it may take further actions required by authorities or that it determines are in the best interests of its employees, customers and other stakeholders. There is no certainty that such measures will be sufficient to mitigate the risks posed by COVID-19, and the implementation of such measures (or their insufficiency) could harm the Group’s ability to perform some of its critical functions and serve its customers. The pandemic and related counter-measures have affected and

continue to affect some of the Group's customers adversely, which in some cases may be material, which could in turn have an adverse impact on the Group (for example, through deteriorations in credit quality and higher impairments). In the jurisdictions in which the Group operates, schemes have been initiated by both the Group and national governments to provide financial support to parts of the economy most impacted by the COVID-19 outbreak. The details of how these schemes will operate, the impact on the Group's customers and, therefore, the impact on the Group remain uncertain at this stage.

The full economic impact of COVID-19 is outside of the Group's control and will depend on the spread of the virus and the response of the local authorities and the global community. Based on the financial performance of the Group to date, the Issuer expects that COVID-19 will have negative impact on its financial results for the year ending 31 December 2020. The Issuer's preliminary assessment based on input from changes to model assumptions is that loan impairment charges are likely to increase for the year ending 31 December 2020 due to more severe scenarios. Furthermore, the global financial markets are impacted by very high volatility, which may have a negative impact on the Group's trading income for the full year ending 31 December 2020 should the volatility continue throughout the year. The ability of the Group's customers to serve their contractual obligations, including to the Group, may also be materially adversely affected. The degree to which COVID-19 impacts the Group's results of operations, liquidity, access to funding and financial position will depend on future developments, which, as at the date of this Base Prospectus, are highly uncertain and cannot be predicted. These developments may include, but are not limited to, the duration and spread of COVID-19, its severity, actions taken to contain the virus or treat its impact, the extent and effectiveness of economic stimulus taken to contain the virus or treat its impact and how quickly and to what extent normal economic and business activity can resume.

The factors described above could, together or individually, have a material adverse effect on the business, results of operations, financial position and liquidity of the Group.

Factors which are material for the purpose of assessing the market and other risks associated with Notes issued under the Programme

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

The Non-Preferred Senior Notes rank junior to the Issuer's other unsubordinated creditors

The Issuer may issue Non-Preferred Senior Notes, which will constitute direct, unconditional and unsecured Non-Preferred Senior Liabilities as described in Condition 5.2 (*Status – Non-Preferred Senior Notes*).

The Issuer may issue other obligations or instruments that rank or are expressed to rank senior to the Non-Preferred Senior Notes (including Preferred Senior Notes) or *pari passu* with the Non-Preferred Senior Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer. In the event of a liquidation or bankruptcy of the Issuer, the Issuer will be required to pay its depositors and other unsubordinated creditors of the Issuer that are not creditors in respect of Non-Preferred Senior Liabilities in full before it can make any payments on the Non-Preferred Senior Notes. If this occurs, the Issuer may not have enough assets remaining after these payments are made to pay amounts due under the Non-Preferred Senior Notes. In addition, in the event of a liquidation or bankruptcy of the Issuer, to the extent the Issuer has assets remaining after paying its creditors who rank senior to the Non-Preferred Senior Notes, payments relating to other obligations or instruments of the Issuer that rank or are expressed to rank *pari passu* with the Non-Preferred Senior Notes may, if there are insufficient assets to satisfy the claims of all of the Issuer's *pari passu* creditors, further reduce the assets available to pay amounts due under the Non-Preferred Senior Notes on a liquidation or bankruptcy of the Issuer.

The claims of Holders in respect of Subordinated Notes are subordinated

The Issuer may issue Subordinated Notes which will constitute direct, unsecured and subordinated debt obligations of the Issuer as described in Condition 5.3 (*Status – Subordinated Notes*).

The Issuer may issue other obligations or capital instruments that rank or are expressed to rank senior to the Subordinated Notes or *pari passu* with the Subordinated Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer. In the event of a liquidation or bankruptcy of the Issuer, the Issuer will be required to pay (i) its depositors and other unsubordinated creditors (including creditors in respect of any Non-Preferred Senior Liabilities) and (ii) its other subordinated creditors (other than the present or future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Subordinated Notes) in full before it can make any payments on the Subordinated Notes. If this occurs, the Issuer may not have enough assets remaining after these payments are made to pay amounts due under the Subordinated Notes. In addition, in the event of a liquidation or bankruptcy of the Issuer, to the extent the Issuer has assets remaining after paying its creditors who rank senior to the Subordinated Notes, payments relating to other obligations or capital instruments of the Issuer that rank or are expressed to rank *pari passu* with the Subordinated Notes may, if there are insufficient assets to satisfy the claims of all of the Issuer's *pari passu* creditors, further reduce the assets available to pay amounts due under the Subordinated Notes on a liquidation or bankruptcy of the Issuer.

Substitution and variation of the Subordinated Notes without Holder consent

Subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*), if a Special Event has occurred and is continuing, or to ensure the effectiveness or enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*), the Issuer may substitute all (but not some only) of the Subordinated Notes or vary the terms of all (but not some only) of the Subordinated Notes, without the requirement for the consent or approval of the Holders of the Subordinated Notes, so that they become or remain Qualifying Subordinated Notes.

Qualifying Subordinated Notes are securities issued or guaranteed by the Issuer that have, *inter alia*, terms which (i) adhere to the specific conditions outlined in the definition of “Qualifying Subordinated Notes” and (ii) are not otherwise materially less favourable to the Holders of the Subordinated Notes than the terms of the Subordinated Notes (provided that the Issuer shall have delivered a certificate to that effect signed by two of its directors to the Fiscal Agent).

In particular, potential investors should note that the Issuer may substitute all (but not some only) of the Subordinated Notes or vary the terms of all (but not some only) of the Subordinated Notes to ensure the effectiveness and enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*). In such circumstances, any change(s) included in the relevant Qualifying Subordinated Notes (compared to the terms of the relevant Subordinated Notes) for the purposes of ensuring the effectiveness and enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*) may be materially less favourable to investors. The relevant substitution or variation (which, as set out above, would not require the consent or approval of the relevant Holders) would not be dependent on the occurrence or continuation of a Special Event.

There can be no assurance that, due to the particular circumstances of each Holder, any Qualifying Subordinated Notes will be as favourable to each Holder in all respects or that, if applicable or if it were entitled to do so, a particular Holder would make the same determination as the Issuer as to whether the terms of the relevant Qualifying Subordinated Notes are not materially less favourable to Holders than the terms of the Notes.

See Condition 10.10 (*Substitution and variation of Subordinated Notes*).

Substitution and variation of Non-Preferred Senior Notes without Holder consent

Subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*), if the MREL/TLAC Disqualification Event Substitution/Variation Option is specified as being applicable in the relevant Final Terms or Pricing Supplement, and a MREL/TLAC Disqualification Event has occurred and is continuing, or to ensure the effectiveness or enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*) the Issuer may substitute all (but not some only) of the Non-Preferred Senior Notes or vary the terms of all (but not some only) of the Non-Preferred Senior Notes, without the requirement for the consent or approval of the Holders of the Non-Preferred Senior Notes, so that they become or remain Qualifying Non-Preferred Senior Notes.

Qualifying Non-Preferred Senior Notes are securities issued or guaranteed by the Issuer that have, *inter alia*, terms which (i) adhere to the specific conditions outlined in the definition of “Qualifying Non-Preferred Senior Notes” and (ii) are not otherwise materially less favourable to the Holders of the Non-Preferred Senior Notes than the terms of the Non-Preferred Senior Notes (provided that the Issuer shall have delivered a certificate to that effect signed by two of its directors to the Fiscal Agent).

In particular, potential investors should note that the Issuer may substitute all (but not some only) of the Non-Preferred Senior Notes or vary the terms of all (but not some only) of the Non-Preferred Senior Notes to ensure the effectiveness and enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*). In such circumstances, any change(s) included in the relevant Qualifying Non-Preferred Senior Notes (compared to the terms of the relevant Non-Preferred Senior Notes) for the purposes of ensuring the effectiveness and enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*) may be materially less favourable to investors. The relevant substitution or variation (which, as set out above, would not require the consent or approval of the relevant Holders) would not be dependent on the occurrence or continuation of a MREL/TLAC Disqualification Event.

There can be no assurance that, due to the particular circumstances of each Holder, any Qualifying Non-Preferred Senior Notes will be as favourable to each Holder in all respects or that, if applicable or if it were entitled to do so, a particular Holder would make the same determination as the Issuer as to whether the terms of the relevant Qualifying Non-Preferred Senior Notes are not materially less favourable to Holders than the terms of the Notes.

See Condition 10.11 (*Substitution and variation of Non-Preferred Senior Notes*).

There are no events of default and limited enforcement events in relation to the Notes

The terms of the Notes do not provide for any events of default. Holders of the relevant Series of Notes may not at any time demand repayment or redemption of such Notes, and enforcement rights for any payments are limited to the claim of Holders in a liquidation or bankruptcy of the Issuer. In a liquidation or bankruptcy of the Issuer, a Holder may prove or claim in such proceedings in respect of the relevant Series of Notes, such claim being for payment of the Outstanding Principal Amount of such Notes at the time of commencement of such liquidation or bankruptcy together with any interest accrued and unpaid on such Notes from (and including) the Interest Payment Date immediately preceding commencement of such liquidation or bankruptcy and any other amounts payable on such Notes under the Terms and Conditions.

According to Section 17(2) of Consolidated Act No. 11 of 6 January 2014, as amended or replaced from time to time (the “**Danish Bankruptcy Act**”) (in Danish: “*konkursloven*”), a debtor is insolvent if it cannot meet its obligations as and when they fall due, unless the inability to meet such obligations may be considered to be temporary. However, according to Section 234(2) of the Danish Financial Business Act, notwithstanding Section 17(2) of the Danish Bankruptcy Act, if the Issuer cannot meet its obligations regarding capital raised as hybrid core capital or subordinated loan capital, the Issuer will not be considered insolvent. Accordingly, a Holder of (i) Subordinated Notes, pursuant to the Danish Financial Business Act, or (ii) Preferred Senior Notes or Non-Preferred Senior Notes, pursuant to Condition 15.1 (*No events of default*), may not itself file for the liquidation or bankruptcy of the Issuer.

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

The qualification of the Non-Preferred Senior Notes as “eligible liabilities” is subject to uncertainty

The Non-Preferred Senior Notes are intended to be “eligible liabilities” (or any equivalent or successor term) (“**MREL/TLAC Eligible Liabilities**”) which are available to meet any MREL/TLAC Requirement (however called or defined by then Applicable MREL/TLAC Regulations) of the Issuer and/or the Group.

If, for any reason, the Non-Preferred Senior Notes will be excluded from the MREL/TLAC Eligible Liabilities as a result of:

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

then, if the MREL/TLAC Disqualification Event Substitution/Variation Option and/or the MREL/TLAC Disqualification Event Redemption Option is/are specified as being applicable in the relevant Final Terms or Pricing Supplement, a MREL/TLAC Disqualification Event may occur. See “*Substitution and variation of Non-Preferred Senior Notes without Holder consent*” and “*If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return*” for the consequences of a MREL/TLAC Disqualification Event (in each case, if applicable).

No right of set-off or counterclaim

Subject as provided in the Terms and Conditions of the Notes, no Holder, who shall in the event of the liquidation or bankruptcy of the Issuer be 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 the relevant Notes held by such Holder.

If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of such Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

The regulation and reform of “benchmarks” may adversely affect the value of Notes linked to or referencing such “benchmarks”

Interest rates and indices which are deemed to be “benchmarks” (such as, in the case of Floating Rate Notes, a Reference Rate or, in the case of Reset Notes, a Mid-Swap Floating Leg Benchmark Rate), are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a “benchmark”.

The Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the European Union (which, for these purposes, includes the United Kingdom). It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-European Union based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by European Union supervised entities (such as the Issuer) of “benchmarks” of administrators that are not authorised or registered (or, if non-European Union based, not deemed equivalent or recognised or endorsed).

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

More broadly, any of the national or international reforms, or the general increased regulatory scrutiny of “benchmarks”, could increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements. Such factors may have the following effects on certain “benchmarks”: (i) discourage market participants from continuing to administer or contribute to the “benchmark”; (ii) trigger changes in the rules or methodologies used in the “benchmark” or (iii) lead to the disappearance of the “benchmark”. Any of the above changes or any other consequential changes as a result of national or international reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to or referencing a “benchmark”.

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

Future discontinuance of certain benchmark rates (for example, LIBOR or EURIBOR) may adversely affect the value of Floating Rate Notes and/or Reset Notes which are linked to or which reference any such benchmark rate

On 27 July 2017, the Chief Executive of the United Kingdom Financial Conduct Authority (the “FCA”), which regulates LIBOR, announced that it does not intend to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021. It is not possible to predict whether, and to what extent, panel banks will continue to provide LIBOR submissions to the administrator of LIBOR going forwards. This may cause LIBOR to perform differently than it did in the past and may have other consequences which cannot be predicted.

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

If the circumstances described in the preceding paragraph occur and (i) in the case of Floating Notes, Reference Rate Replacement is specified in the relevant Final Terms or Pricing Supplement as being applicable and Screen Rate Determination is specified in the relevant Final Terms or Pricing Supplement as the manner in which the rate of interest is to be determined or (ii) in the case of Reset Notes, Reference Rate Replacement is specified in the relevant Final Terms or Pricing Supplement as being applicable and Mid-Swap Rate is specified in the relevant Final Terms or Pricing Supplement as the Reset Reference Rate (any such Notes, “**Relevant Notes**”), such fallback arrangements will include the possibility that:

- (A) the relevant rate of interest (or, as applicable, any component part thereof) could be set or, as the case may be, determined by reference to a Successor Reference Rate or an Alternative Reference Rate (as applicable) determined by the Issuer (following consultation with an Independent Adviser (if applicable)); and
- (B) such Successor Reference Rate or Alternative Reference Rate (as applicable) may be adjusted (if required) by the Issuer (following consultation with an Independent Adviser (if applicable)) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the Original Reference Rate with the relevant Successor Reference Rate or Alternative Reference Rate (as applicable),

in any such case, acting in good faith and in a commercially reasonable manner as described more fully in the Terms and Conditions of the Relevant Notes.

In addition, the Issuer (following consultation with an Independent Adviser (if applicable)) may also determine (acting in good faith and in a commercially reasonable manner) that other amendments to the Terms and Conditions of the Notes are necessary in order to follow market practice in relation to the relevant successor rate or alternative rate (as applicable) and to ensure the proper operation of the relevant Successor Reference Rate or Alternative Reference Rate (as applicable).

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

If, following the occurrence of a Benchmark Event, no Successor Reference Rate or Alternative Reference Rate is determined, the ultimate fallback for determining the rate of interest for a particular Interest Period, Interest Accrual Period or Reset Period (as applicable) may result in the rate of interest for the last preceding Interest Period, Interest Accrual Period or Reset Period (as applicable) being used. This may result in the effective application of a fixed rate for Floating Rate Notes or Reset Notes (as applicable) based on the rate which was last observed on the Relevant Screen Page for the purposes of determining the rate of interest in respect of an Interest Period, an Interest Accrual Period or a Reset Period (as applicable). In addition, due to the uncertainty concerning the availability of Successor Reference Rates and Alternative Reference Rates, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a material adverse effect on the value of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes or Reset Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Notes or Reset Notes. Investors should note that, in the case of Relevant Notes, the Issuer (following consultation with an Independent Adviser (if applicable)) will have discretion to adjust the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) in the circumstances described above. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each Holder, any such adjustment will be favourable to each Holder.

In addition, potential investors should also note that:

- (i) no Successor Reference Rate or Alternative Reference Rate (as applicable) will be adopted, and no other amendments to the terms of the Notes will be made if, and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the Relevant Notes as (i) in the case of Preferred Senior Notes (if applicable) or Non-Preferred Senior Notes, MREL/TLAC Eligible Liabilities; or (ii) in the case of Subordinated Notes, Tier 2 Capital of the Issuer and/or the Group; and/or
- (ii) in the case of Preferred Senior Notes (if applicable) and Non-Preferred Senior Notes only, no Successor Reference Rate or Alternative Reference Rate (as applicable) will be adopted, and no other amendments to the terms of the Notes will be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to result in the Relevant Regulator treating the next Interest Payment Date as the effective maturity of the Notes, rather than the relevant Maturity Date.

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

The market continues to develop in relation to SONIA and SOFR as reference rates

On 29 November 2017, the Bank of England and the FCA announced that the Bank of England's Working Group on Sterling Risk-Free Rates had been mandated with implementing a broad-based transition to the Sterling Overnight Index Average (“**SONIA**”) over the following four years across sterling bond, loan and derivatives markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021. Investors should be aware that the market continues to develop in relation to SONIA as a reference rate in the capital markets and its adoption as an alternative to Sterling LIBOR. In particular, market participants and relevant working groups are exploring alternative reference rates based on SONIA, including term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term). The market or a significant part thereof may adopt an application of SONIA that differs significantly from that set out in the Terms and Conditions of the Notes and used in relation to relevant Notes that reference a SONIA rate issued under this Base Prospectus.

The Secured Overnight Financing Rate (“**SOFR**”) is published by the Federal Reserve Bank of New York (the “**Federal Reserve**”) and is intended to be a broad measure of the cost of borrowing cash overnight collateralised by Treasury securities. The Federal Reserve notes on its publication page for SOFR that the Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice. Because SOFR is published by the Federal Reserve based on data received from other sources, the Issuer has no control over its determination, calculation or publication. There can be no guarantee that SOFR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in relevant Notes linked to SOFR. If the manner in which SOFR is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes and the trading prices of such Notes. The Federal Reserve began to publish SOFR in April 2018. The Federal Reserve has also begun publishing historical indicative SOFR rates going back to 2014. Investors should not rely on any historical changes or trends in SOFR as an indicator of future changes in SOFR. Also, since SOFR is a relatively new market index, Notes linked to SOFR may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to SOFR, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of any Notes linked to SOFR may be lower than those of later-issued indexed debt securities as a result.

The Issuer may in the future also issue Notes referencing SONIA or SOFR that differ materially in terms of interest determination when compared with any previous SONIA or SOFR referenced Notes issued by it under this Base Prospectus. The development of Compounded Daily SONIA and Weighted Average SOFR as interest reference rates for the Eurobond markets, as well as continued development of SONIA and SOFR based rates for such markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any SONIA or SOFR referenced Notes issued under this Base Prospectus from time to time.

Furthermore, interest on Notes which reference Compounded Daily SONIA or Weighted Average SOFR is only capable of being determined at the end of the relevant Observation Period and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference Compounded Daily SONIA or Weighted Average SOFR to estimate reliably the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes.

In addition, the manner of adoption or application of SONIA or SOFR reference rates in the Eurobond markets may differ materially compared with the application and adoption of SONIA or SOFR in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA or SOFR reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing SONIA or SOFR.

Further, if SONIA or SOFR do not prove to be widely used in securities like the Notes, the trading price of such Notes linked to SONIA or SOFR may be lower than those of Notes linked to indices that are more widely used. Investors in such Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

Fixed/Floating Rate Notes have certain risks

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Holders.

Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same Reference Rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

Notes issued at a substantial discount or premium have certain risks

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

The Issuer has issued covered bonds. If any relevant claims in respect of these covered bonds are not met out of the pool of assets or the proceeds arising from it, any remaining claims will subsequently rank pari passu with the Issuer's obligations under Preferred Senior Notes and ahead of the obligations under Non-Preferred Senior Notes as well as the Issuer's obligations under Subordinated Notes

The Issuer has issued covered bonds in accordance with the Danish Financial Business Act.

In accordance with the UCITS Directive and the Capital Requirement Directive, the covered bonds have the benefit of priority over a matched pool of assets upon bankruptcy of the Issuer. To the extent that claims in relation to the covered bonds and related derivative contracts, any refinancing bonds issued by the administrator, any short-term loans taken out by the administrator and any senior debt (if any) issued with the benefit of the assets in the cover pool are not met out of the pool of assets or the proceeds arising from it, the residual claims

will rank *pari passu* with the unsecured and unsubordinated obligations of the Issuer, including obligations under Preferred Senior Notes and ahead of the obligations under Non-Preferred Senior Notes as well as of the subordinated obligations of the Issuer, including obligations under Subordinated Notes.

In respect of any Notes issued with a specific use of proceeds, such as a 'Green Bond', there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor

The relevant Final Terms or Pricing Supplement relating to any specific Tranche of Notes may provide that it will be the Issuer's intention to apply the proceeds from an offer of those Notes specifically for Green Loans (as defined in "Use of Proceeds" below) that promote climate-friendly and other environmental purposes and Notes issued thereunder to be referred to as "**Green Bonds**". Prospective investors should have regard to the information in this Base Prospectus and/or the relevant Final Terms or Pricing Supplement regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Green Bonds together with any other investigation such investor deems necessary. In particular no assurance is given by the Issuer or the Dealers that the use of such proceeds for any Green Loans will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates (in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, the relevant Green Loans). Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green" or "sustainable" or an equivalently-labelled loan or as to what precise attributes are required for a particular loan to be defined as "green" or "sustainable" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any loans or uses the subject of, or related to, any Green Loans will meet any or all investor expectations regarding such "green", "sustainable" or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Green Loans. The Issuer has published a framework relating to an investment in Green Loans which is available on the Issuer's website (www.danskebank.com).

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer) which may or may not be made available in connection with the issue of any Green Bonds and in particular with any Green Loans to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Dealers or any other person to buy, sell or hold any such Green Bonds. Any such opinion or certification is only current as of the date that opinion was issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Green Bonds. Currently, the providers of such opinions and certifications are not subject to any specific oversight or regulatory or other regime.

In the event that any such Green Bonds are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Green Loans. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Green Bonds or, if obtained, that any such listing or admission to trading will be maintained during the life of the Green Bonds.

While it is the intention of the Issuer to apply the proceeds of any Green Bonds in, or substantially in, the manner described in this Base Prospectus and/or the relevant Final Terms or Pricing Supplement, there can be no assurance that the relevant loan(s) or use(s) which are the subject of, or related to, any Green Loans will be capable of being implemented in or substantially in such manner and/or in accordance with any timing schedule and that accordingly such proceeds will be totally disbursed for the specified Green Loans. Nor can there be any assurance that such Green Loans will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer.

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

Notes denominated in Renminbi and in other emerging market currencies are subject to additional risks

Set out below is a description of the principal risks which may be relevant to an investor in Notes denominated in Renminbi and other emerging markets currencies:

The Renminbi is not completely freely convertible; there are significant restrictions on remittance of Renminbi into and outside the PRC

The Renminbi is not completely freely convertible at present. The PRC government continues to regulate conversion between the Renminbi and foreign currencies, despite the significant reduction over the years by the PRC government of control over routine foreign exchange transactions under current accounts. Currently, participating banks in Hong Kong and a number of other jurisdictions have been permitted to engage in the settlement of current account trade transactions in Renminbi. However, remittance of Renminbi by foreign investors into and out of the PRC for purposes such as capital contributions, known as capital account items, is generally only permitted upon obtaining specific approvals from the relevant authorities on a case-by-case basis and subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

Since 1 October 2016, the Renminbi has been added to the Special Drawing Rights basket created by the International Monetary Fund and policies further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were implemented by the People's Bank of China in 2018. However, there is no assurance that the PRC government will continue to liberalise gradually the control over cross-border Renminbi remittances in the future or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that funds cannot be repatriated outside the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under CNY Notes.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the CNY Notes and the Issuer's ability to source Renminbi outside the PRC to service such CNY Notes

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that access to Renminbi for the purposes of making payments under the Notes by the Issuer (or generally) will remain, that no new PRC regulations will be promulgated or that the settlement agreements will not be terminated or amended in the future (which will have the effect of restricting availability of Renminbi offshore). The limited availability of Renminbi outside the PRC

may affect the liquidity of the Notes. To the extent the Issuer is required to source Renminbi in the offshore market to service the CNY Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all. If Currency Events are specified as applying in the relevant Final Terms or Pricing Supplement, the occurrence of a Currency Event may, at the option of the Issuer, lead to postponement of payments under the Notes or payment in an alternative currency.

Payments for CNY Notes will only be made to investors in the manner specified for such Notes in the conditions of the Notes

Investors may be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong. Except in the limited circumstances stipulated in Condition 11.10 (*Currency Events*), all payments to investors in respect of CNY Notes will be made solely (i) for so long as such Notes are represented by a Temporary Global Note or a Permanent Global Note, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing Euroclear and Clearstream, Luxembourg rules and procedures, or (ii) in the case of Definitive Notes, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations. Other than as described in the Terms and Conditions of the Notes, the Issuer cannot be required to make payment by any other means (including in any other currency or in bank notes, by cheque or draft or by transfer to a bank account in the PRC).

Emerging Market Currencies may not be freely convertible and the availability of such currency outside the relevant country may be limited

Where the Notes are denominated in certain other emerging market currencies (each an “**Emerging Market Currency**”) including, without limitation, the Russian Ruble, Mexican Peso or Turkish Lira, prospective investors in the Notes should be aware that Emerging Market Currencies may not be freely convertible and, in each case, the availability of the relevant Emerging Market Currency outside the relevant country may be limited.

In the case of Notes denominated in an Emerging Market Currency, there can be no assurance that access to funds in the relevant Emerging Market Currency for the purposes of making payments under the Notes or generally will remain available or will not become restricted. The value of an Emerging Market Currency against foreign currencies fluctuates and may be affected by changes in the relevant country’s and international political and economic conditions and by many other factors. As a result, foreign exchange fluctuations between the Investor’s Currency and an Emerging Market Currency may affect an investor who intends to convert gains or losses from the sale or redemption of the Notes into the Investor’s Currency.

If Currency Events are specified as applying to the relevant Final Terms or Pricing Supplement, the occurrence of a Currency Event may, at the option of the Issuer, lead to postponement of payments under the Notes or payment in an alternative currency.

Risks related to the market generally

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell its Notes

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the

market value of Notes. See also “*The Group may be affected by economic and geopolitical conditions in the countries in which it operates*” above.

If an investor holds Notes which are not denominated in the investor’s home currency, it will be exposed to movements in exchange rates adversely affecting the value of its holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes

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

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

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

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

In addition, a holder of securities with a fixed interest rate that will be periodically reset during the term of the relevant securities, such as Notes to which the reset provisions apply, is also exposed to the risk of fluctuating interest rate levels and uncertain interest income.

Credit ratings assigned to the Issuer or any Notes may not reflect all the risks associated with an investment in those Notes and may be lowered, withdrawn or not maintained

One or more independent credit rating agencies may assign credit ratings to the Notes and/or the Issuer. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes or the standing of the Issuer.

The expected rating(s), if any, of the Notes will be set out in the relevant Final Terms or Pricing Supplement for each Series of Notes. Any rating agency may lower its rating or withdraw its rating if, in the sole judgement of the rating agency, the credit quality of the Notes has declined or is in question. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

There is no guarantee that any rating of the Notes and/or the Issuer will be maintained by the Issuer following the date of this Base Prospectus. If any rating assigned to the Notes and/or the Issuer is revised lower, suspended, withdrawn or not maintained by the Issuer, the market value of the Notes may be reduced.

Risks related to the Notes generally

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

The Terms and Conditions of the Notes contain provisions which may permit their modification without the consent of all investors

The Terms and Conditions of the Notes contain provisions for calling meetings of Holders to consider matters affecting their interests generally. These provisions permit a defined proportion of Holders, as the case may be, to bind all Holders including Holders who did not attend and vote at the relevant meeting and Holders who voted in a manner contrary to the majority. Any modification to the Terms and Conditions of the Notes pursuant to the operation of such provisions is subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*).

In addition, the Issuer may, subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*), make any modification to the Notes of any Series, the Terms and Conditions of the Notes of any Series, the Agency Agreement, the VP Systems Agency Agreement and/or the Deed of Covenant which is not prejudicial to the interests of the Holders of such Series without the consent of the Holders of such Series. Any such modification shall be binding on the Holders of such Series.

Investors who purchase Bearer Notes in denominations that are not an integral multiple of the Specified Denomination may be adversely affected if Definitive Notes are subsequently required to be issued

In relation to any issue of Bearer Notes which have denominations consisting of a minimum Specified Denomination plus an integral multiple of another smaller amount in excess thereof, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a Holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in its account with the relevant clearing system at the relevant time may not receive a Definitive Note in respect of such holding (should Definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If Definitive Notes are issued, Holders should be aware that Definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

DOCUMENTS INCORPORATED BY REFERENCE

The Annual Reports of the Group for the financial years ended 31 December 2019 and 31 December 2018 (respectively, the “**Annual Report 2019**” and the “**Annual Report 2018**”, and together, the “**Annual Reports**”) shall be deemed to be incorporated in, and to form part of, this Base Prospectus, excluding the following sections:

- (i) in respect of the Annual Report 2019:
 - the section “Outlook for 2020” of the “Executive summary” on page 11 thereof;
 - the last bullet under “Better Bank 2023” of the “Strategy execution” section on page 16 thereof; and
 - the last paragraph under “Improved profitability” of the “Strategy execution” section on page 17 thereof;
- (ii) in respect of the Annual Report 2018:
 - the section “Financial outlook for 2019” of the “Executive summary” on page 11 thereof.

The **section** “*Terms and Conditions of the Notes*” from the following base prospectuses relating to the Programme shall be deemed to be incorporated in, and to form part of, this Base Prospectus:

- (i) Base Prospectus dated 16 April 2008 (pages 32-63 inclusive);
 - (ii) Base Prospectus dated 3 April 2009 (pages 35-68 inclusive);
 - (iii) Base Prospectus dated 25 March 2010 (pages 36-69 inclusive);
 - (iv) Base Prospectus dated 25 March 2011 (pages 34-59 inclusive);
 - (v) Base Prospectus dated 29 March 2012 (pages 32-58 inclusive);
 - (vi) Base Prospectus dated 27 March 2013 (pages 39-69 inclusive);
 - (vii) Base Prospectus dated 15 November 2013 (pages 50-92 inclusive);
 - (viii) Base Prospectus dated 3 October 2014 (pages 53-102 inclusive);
 - (ix) Base Prospectus dated 9 February 2015 (pages 56-105 inclusive);
 - (x) Base Prospectus dated 4 December 2015 (pages 58-107 inclusive);
 - (xi) Base Prospectus dated 2 December 2016 (pages 46-95 inclusive);
 - (xii) Base Prospectus dated 6 December 2017 (pages 50-101 inclusive);
 - (xiii) Base Prospectus dated 20 March 2018 (pages 55-114 inclusive); and
 - (xiv) Base Prospectus dated 8 March 2019 (pages 56-121 inclusive),
- (together, the “**Previous Terms and Conditions**”).

In relation to each of the documents deemed to be incorporated in this Base Prospectus, the non-incorporated parts are either not relevant for the investor or are covered elsewhere in this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus.

The sources of the consolidated financial statements (including the auditors' reports thereon and notes thereto) in the Annual Reports incorporated by reference herein are as follows:

<i>Information</i>	<i>Source</i>
Income Statement for the Group for the year ended 31 December 2019	Annual Report 2019 pg. 70
Statement of Comprehensive Income for the Group for the year ended 31 December 2019	Annual Report 2019 pg. 71
Balance Sheet for the Group for the year ended 31 December 2019	Annual Report 2019 pg. 72
Statement of Capital for the Group for the year ended 31 December 2019	Annual Report 2019 pgs. 73-76
Cash Flow Statement for the Group for the year ended 31 December 2019	Annual Report 2019 pg. 77
Notes to the Financial Statements for the Group for the year ended 31 December 2019	Annual Report 2019 pgs. 78-211
Statement by the Management as at and for the year ended 31 December 2019	Annual Report 2019 pg. 236
Independent Auditor's Report for the Group for the year ended 31 December 2019	Annual Report 2019 pgs. 237-241
Income Statement for the Group for the year ended 31 December 2018	Annual Report 2018 pg. 70
Statement of Comprehensive Income for the Group for the year ended 31 December 2018	Annual Report 2018 pg. 71
Balance Sheet for the Group for the year ended 31 December 2018	Annual Report 2018 pg. 72
Statement of Capital for the Group for the year ended 31 December 2018	Annual Report 2018 pgs. 73-76
Cash Flow Statement for the Group for the year ended 31 December 2018	Annual Report 2018 pg. 77
Notes to the Financial Statements for the Group for the year ended 31 December 2018	Annual Report 2018 pgs. 78-207
Statement by the Management as at and for the year ended 31 December 2018	Annual Report 2018 pg. 230
Independent Auditor's Report for the Group for the year ended 31 December 2018	Annual Report 2018 pgs. 231-235

The Annual Report 2019 incorporated by reference herein can be viewed online at <https://danskebank.com/-/media/danske-bank-com/file-cloud/2020/2/annual-report-2019.pdf?rev=ce58f68c871c451ab82c07640edbc51f>

The Annual Report 2018 incorporated by reference herein can be viewed online at <https://danskebank.com/-/media/danske-bank-com/file-cloud/2019/2/annual-report-2018.pdf>

This Base Prospectus is, and any supplements hereto will be, available for viewing at www.ise.ie.

The Previous Terms and Conditions incorporated by reference herein can be viewed online at <https://danskebank.com/investor-relations/debt/funding-programmes>.

GENERAL DESCRIPTION OF THE PROGRAMME

The following description of key features of the Programme does not purport to be complete and is qualified in its entirety by the remainder of this Base Prospectus. Words and expressions defined in “Overview of Form of the Notes” or “Terms and Conditions of the Notes” below shall have the same meanings in this description of key features of the Programme.

Issuer:	Danske Bank A/S.
Arrangers:	BNP Paribas, Danske Bank A/S and HSBC Bank plc.
Dealers:	Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Limited, Credit Suisse Securities (Europe) Limited, Danske Bank A/S, Deutsche Bank Aktiengesellschaft, Goldman Sachs International, HSBC Bank plc, J.P. Morgan Securities plc, Merrill Lynch International, Morgan Stanley & Co. International plc, Société Générale, UBS Europe SE and any other dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Tranche of Notes.
Fiscal Agent:	Citibank, N.A., London Branch.
Principal Registrar:	Citigroup Global Markets Europe AG.
Irish Listing Agent:	Matheson.
VP Systems Agent:	Danske Bank A/S.
Listing and Admission to Trading:	Each Series of Notes may be listed on Euronext Dublin and/or admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system as may be agreed between the Issuer and the relevant Dealer(s) and specified in the relevant Final Terms or Pricing Supplement or may be issued on the basis that a Series of Notes will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system.
Programme Amount:	EUR 35,000,000,000 (and, for this purpose, any Notes denominated in another currency shall be translated into euro at the date of the agreement to issue such Notes using the spot rate of exchange for the purchase of such currency against payment of euro being quoted by the Fiscal Agent on the date on which the Relevant Agreement (as defined in the Dealership Agreement which is defined under “ <i>Subscription and Sale</i> ”) in respect of the relevant Tranche was made or such other rate as the Issuer and the relevant Dealer(s) may agree) in aggregate principal amount of Notes outstanding at any one time. The maximum aggregate principal amount of Notes which may be outstanding under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealership Agreement.
Issuance in Series:	Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date, the amount of the first payment of interest (if any) and/or the issue price thereof may be different in respect of different Tranches.
Final Terms or Pricing Supplement:	Each Tranche of Notes other than Exempt Notes will be the subject of the Final Terms which, for the purposes of that Tranche only, completes the Terms and Conditions of the Notes. Each Tranche of Exempt Notes will be the subject of the Pricing Supplement which, for the purposes of that Tranche only, completes and/or amends and/or replaces the Terms and

Conditions of the Notes. Each Final Terms or Pricing Supplement must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes are the Terms and Conditions of the Notes as completed by the relevant Final Terms or (in the case of Exempt Notes) as completed and/or amended and/or replaced by the relevant Pricing Supplement. See also “*Exempt Notes*” below.

Forms of Notes:

Notes may be issued in bearer form (“**Bearer Notes**”), in registered form (“**Registered Notes**”) or in uncertificated and dematerialised book entry form cleared through the Danish, Norwegian and/or Swedish, as the case may be, central securities depository (together the “**VP Systems Notes**” and individually “**VP**”, “**VPS**” and “**Euroclear Sweden**”, respectively), as described in “*Overview of Form of the Notes*” below.

In respect of each Tranche of Bearer Notes, the Issuer will deliver a Temporary Global Note or (if so specified in the relevant Final Terms or Pricing Supplement in respect of Notes to which the TEFRA C Rules apply (as so specified in such Final Terms or Pricing Supplement)) a Permanent Global Note. Such Global Note which is not intended to be issued in new global note form (a “**Classic Global Note**” or “**CGN**”), as specified in the relevant Final Terms or Pricing Supplement, will be deposited on or around the relevant issue date with Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and each Global Note which is intended to be issued in new global note form (a “**New Global Note**” or “**NGN**”), as specified in the relevant Final Terms or Pricing Supplement, will be deposited on or around the relevant issue date with a common safe-keeper for Euroclear and/or Clearstream, Luxembourg. Interests in each Temporary Global Note will, not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership, be exchangeable for interests in a Permanent Global Note or, if so specified in the relevant Final Terms or Pricing Supplement, for Definitive Notes in bearer form in accordance with its terms. Interests in each Permanent Global Note will be exchangeable for Definitive Notes in bearer form in accordance with its terms. Definitive Notes in bearer form will, if interest-bearing, have Coupons attached and, if appropriate, Talons.

In respect of each Tranche of Registered Notes, the Issuer will deliver to each Holder Registered Notes which will be recorded in the register which the Issuer shall procure to be kept by the Registrar. A Global Registered Note may be registered in the name of a nominee for one or more clearing systems or, in the case of Registered Notes held under the NSS, in the name of a nominee of the common safe-keeper. Registered Notes sold in an “offshore transaction” within the meaning of Regulation S will initially be represented by a Regulation S Global Note. Regulation S Notes will initially be represented by a Regulation S Global Note, which will be deposited on the relevant issue date either (a) in the case of a Series intended to be cleared through Euroclear and/or Clearstream, Luxembourg, with a common depositary or common safe-keeper, as the case may be, on behalf of Euroclear and Clearstream, Luxembourg or (b) in the case of a Series intended to be cleared through a clearing system other than, or in addition to, Euroclear and/or Clearstream, Luxembourg, or delivered outside a clearing system, as agreed between the Issuer and the relevant Dealer(s). Rule 144A Notes will initially be represented by a Rule 144A Global Note, which will be deposited on the relevant issue date with the Custodian for, and registered in the name of Cede & Co. as

nominee for, DTC.

Registered Notes sold in the United States to QIBs within the meaning of Rule 144A will initially be represented by a Rule 144A Global Note. Registered Notes will not be represented upon issue by a Temporary Global Note and may not be exchanged for Bearer Notes.

VP Systems Notes will not be evidenced by any physical note or document of title. Entitlements to VP Systems Notes will be evidenced by the crediting of VP Systems Notes to accounts with VP, VPS or Euroclear Sweden, as the case may be.

Clearing Systems:

Euroclear, Clearstream, Luxembourg, DTC, VP, VPS and/or Euroclear Sweden and/or, in relation to any Tranche of Notes, any other clearing system as may be specified in Part B of the relevant Final Terms or Pricing Supplement.

Currencies:

Notes may be denominated in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.

Status of the Notes:

The Issuer may issue Preferred Senior Notes, Non-Preferred Senior Notes or Subordinated Notes, as specified in the relevant Final Terms or Pricing Supplement.

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

- (i) *pari passu* without any preference among themselves;
- (ii) at least *pari passu* with all other ordinary, unsubordinated and unsecured obligations of the Issuer, present and future, save for certain mandatory exceptions provided by law (including obligations benefitting from a preferred ranking to the Preferred Senior Notes); and
- (iii) senior to any Non-Preferred Senior Liabilities as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

Non-Preferred Senior Notes are intended to constitute MREL/TLAC Eligible Liabilities.

Non-Preferred Senior Notes will constitute direct, unconditional and unsecured Non-Preferred Senior Liabilities and will at all times rank:

- (i) *pari passu* without any preference among themselves;
- (ii) *pari passu* with all other Non-Preferred Senior Liabilities, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;
- (iii) senior to holders of the Ordinary Shares and any subordinated

obligations or instruments that rank or are expressed to rank junior to the Non-Preferred Senior Liabilities, in each case as regards the right to receive periodic payments (to the extent any such periodic payment has not been cancelled) on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and

- (iv) junior to present or future claims of (a) depositors of the Issuer and (b) other unsubordinated creditors of the Issuer that are not creditors in respect of Non-Preferred Senior Liabilities, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

Subordinated Notes (in Danish: “*kapitalbeviser*”) on issue will constitute Tier 2 Capital.

Subordinated Notes will constitute direct, unsecured and subordinated debt obligations of the Issuer, and will at all times rank:

- (i) *pari passu* without any preference among themselves;
- (ii) *pari passu* with (a) any obligations or capital instruments of the Issuer which constitute Tier 2 Capital and (b) any other obligations or capital instruments that rank or are expressed to rank equally with the Subordinated Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;
- (iii) senior to holders of the Ordinary Shares and any other obligations or capital instruments that rank or are expressed to rank junior to the Subordinated Notes, in each case as regards the right to receive periodic payments (to the extent any such periodic payment has not been cancelled) on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and
- (iv) junior to present or future claims of (a) depositors of the Issuer and other unsubordinated creditors of the Issuer (including any Non-Preferred Senior Liabilities) and (b) other subordinated creditors of the Issuer (other than present or future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Subordinated Notes).

Issue Price:	Notes may be issued at any price on a fully paid basis only.
Maturities:	Any maturity date or subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Redemption:	Subject to any purchase and cancellation or early redemption or unless the relevant Final Terms or Pricing Supplement provides that the Notes are perpetual securities that have no fixed date for redemption, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date.
Optional Redemption:	Notes may be redeemed before their stated maturity at the option of the Issuer (either in whole or in part) to the extent (if at all) specified in the relevant Final Terms or Pricing Supplement, subject to the provisions of Condition 10.12 (<i>Conditions to redemption etc. prior to Maturity Date (if</i>

any)).

Tax Redemption:

Early redemption will be permitted at the option of the Issuer for tax reasons as described in Condition 10.2 (*Early redemption for tax reasons*), subject to the provisions of Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*).

Redemption upon the occurrence of a Capital Event:

In the case of Subordinated Notes and subject to the provisions of Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*), early redemption will be permitted at the option of the Issuer upon the occurrence of a Capital Event as described in Condition 10.3 (*Early redemption upon the occurrence of a Capital Event*).

Redemption upon the occurrence of a MREL/TLAC Disqualification Event:

In the case of Non-Preferred Senior Notes and subject to the provisions of Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*), if the MREL/TLAC Disqualification Event Redemption Option is specified in the relevant Final Terms or Pricing Supplement as being applicable, early redemption will be permitted at the option of the Issuer upon the occurrence of a MREL/TLAC Disqualification Event as described in Condition 10.4 (*Early redemption upon the occurrence of a MREL/TLAC Disqualification Event*).

Substitution and variation of Subordinated Notes:

In the case of Subordinated Notes, subject to the provisions of Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*), if a Special Event has occurred and is continuing, or to ensure the effectiveness or enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*), the Issuer may substitute all (but not some only) of the Notes or vary the terms of all (but not some only) of the Notes, without any requirement for the consent or approval of the Holders, so that they become or remain Qualifying Subordinated Notes. See Condition 10.10 (*Substitution and variation of Subordinated Notes*).

Substitution and variation of Non-Preferred Senior Notes:

In the case of Non-Preferred Senior Notes and if the MREL/TLAC Disqualification Event Substitution/Variation Option is specified in the relevant Final Terms or Pricing Supplement as being applicable, subject to the provisions of Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*), if a MREL/TLAC Disqualification Event has occurred and is continuing, or to ensure the effectiveness or enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*), the Issuer may substitute all (but not some only) of the Notes or vary the terms of all (but not some only) of the Notes, without any requirement for the consent or approval of the Holders, so that they become or remain Qualifying Non-Preferred Senior Notes. See Condition 10.11 (*Substitution and variation of Non-Preferred Senior Notes*).

Interest:

Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate and the method of calculating interest may vary between the issue date and the maturity date (if any) of the relevant Series.

Notes may also have reset provisions pursuant to which the relevant Notes will, in respect of an initial period, bear interest at an initial fixed rate of interest specified in the relevant Final Terms or Pricing Supplement. Thereafter, the fixed rate of interest will be reset on one or more date(s) by reference to a mid-market swap rate or a rate based on the yield for an identified government bond or certain government bonds (in

each case, relating to the relevant Specified Currency), and for a period equal to the Reset Period, as adjusted for any applicable margin, in each case as may be specified in the relevant Final Terms or Pricing Supplement.

Denominations:

The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and save that the minimum denomination of each Note admitted to trading on a regulated market in the European Economic Area for the purposes of MiFID II or offered to the public in a Member State in circumstances which would otherwise require the publication of a prospectus under the Prospectus Regulation will be EUR 100,000 (or, if the relevant Notes are denominated in a currency other than euro, the equivalent amount in such currency).

Negative Pledge:

None.

Cross Default:

None.

Enforcement Events in relation to the Notes:

There will be enforcement events relating only to the liquidation or bankruptcy of the Issuer, provided that a Holder may not itself file for the liquidation or bankruptcy of the Issuer.

Meetings of Holders and Modifications:

Notes contain provisions for calling meetings of Holders of a Series to consider matters affecting their interests generally. These provisions permit a defined proportion of Holders, as the case may be, to bind all Holders of such Series including Holders of such Series who did not attend and vote at the relevant meeting and Holders of such Series who voted in a manner contrary to the majority.

Any modification to the Notes pursuant to the operation of such provisions is subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*).

The Issuer may also, subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*), make any modification to the relevant Series of Notes which is not prejudicial to the interests of the Holders of such Series without the consent of the Holders of such Series. Any such modification shall be binding on the Holders of such Series.

Taxation:

All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Denmark or any political subdivision therein or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, (in the case of a payment of interest only), the Issuer shall, save in limited circumstances provided in Condition 14 (*Taxation*), be required to pay such additional amounts as will result in receipt by the Holders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required.

Governing Law:

The Notes shall be governed by, and shall be construed in accordance with, English law except for Condition 5 (*Status of the Notes*), Condition 10.2 (*Early redemption for tax reasons*), Condition 10.3 (*Early redemption upon the occurrence of a Capital Event*), Condition 10.4 (*Early redemption upon the occurrence of a MREL/TLAC Disqualification Event*), Condition 15 (*Enforcement Events*) and Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*) and the registration of Notes in VP, which shall be governed by, and shall be construed in accordance with, Danish law. In the case of the registration of Notes in VPS or Euroclear Sweden, such registration shall be governed by, and shall be construed in accordance with, Norwegian law and Swedish law, respectively.

VP Systems Notes must comply with the relevant regulations of VP, VPS or Euroclear Sweden, as the case may be, and the holders of VP Systems Notes will be entitled to the rights and are subject to the obligations and liabilities which arise under the relevant Danish, Norwegian or Swedish regulations and legislation.

Enforcement of Notes in Global Form:

In the case of Global Notes, individual investors' rights against the Issuer will be governed by a Deed of Covenant dated 8 April 2020, a copy of which will be available for inspection at the specified office of the Fiscal Agent.

Ratings:

The Programme and the Issuer have been or may be rated by at least one of the following rating agencies: S&P Global Ratings Europe Limited (or any successor thereto) ("**S&P**"), Fitch Ratings Limited (or any successor thereto) ("**Fitch**"), Scope Ratings GmbH (or any successor thereto) ("**Scope**"), Moody's Investors Service Limited (or any successor thereto) ("**Moody's**") and Nordic Credit Rating AS (or any successor thereto) ("**NCR**").

As at the date of this Base Prospectus, the Issuer has been rated by each of S&P, Fitch and Moody's as follows:

	S&P	Fitch	Moody's
long-term Issuer default rating	A	A	A3
short-term Issuer default rating	A-1	F1	P-2

Each of S&P, Fitch, Scope, Moody's and NCR is established in the European Union or the United Kingdom and is registered under the CRA Regulation and is included in the list of credit rating agencies registered in accordance with the CRA Regulation as of the date of this Base Prospectus. This list is available on the ESMA website at www.esma.europa.eu/page/List-registered-and-certified-CRAs (list last updated on 14 November 2019). Whether or not each credit rating applied for in relation to a Series of Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the relevant Final Terms or Pricing Supplement.

However, there is no guarantee that any rating of the Programme and/or the Issuer assigned by any such rating agency will be maintained following the date of this Base Prospectus, and the Issuer may seek to obtain ratings of the Programme and/or the Issuer from other rating agencies.

Series of Notes issued under the Programme may be rated or unrated and, if rated, rated by fewer than the five mentioned (or other) rating agencies. Where a Series of Notes is rated, such rating (which may be an expected rating) will not necessarily be the same as the rating(s) assigned to the Programme and/or the same as the rating(s) assigned to previous Series of Notes already issued, and will be specified in the relevant Final Terms or Pricing Supplement. There is no guarantee that any of the rating(s) of any Series of Notes will be maintained following the date of the relevant Final Terms or Pricing Supplement.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Up-to-date information should always be sought by direct reference to the relevant rating agency.

Selling Restrictions:

There are restrictions on the transfer of Regulation S Notes prior to the expiration of the relevant distribution compliance period, see “*Subscription and Sale*” below. For a description of additional restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the European Economic Area, the United Kingdom, Japan, Denmark and the PRC, see “*Subscription and Sale*” below.

Exempt Notes:

The Issuer may agree with any Dealer that Exempt Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes and this General Description of the Programme, in which event the relevant provisions will be included in the relevant Pricing Supplement.

OVERVIEW OF FORM OF THE NOTES

Words and expressions defined in “Terms and Conditions of the Notes” herein shall have the same meanings in this “Overview of Form of the Notes”.

The Notes of each Series will be in bearer form, registered form or, in the case of VP Systems Notes, uncertificated and dematerialised book entry form.

Form of Bearer Notes

Each Tranche of Bearer Notes will initially be in the form of either a temporary global note (the “**Temporary Global Note**”), without interest Coupons, or a permanent global note (the “**Permanent Global Note**” and together with the Permanent Global Note and the Global Registered Notes (as defined above), the “**Global Notes**” and each a “**Global Note**”), without interest Coupons, in each case as specified in the relevant Final Terms or Pricing Supplement. Each Temporary Global Note or, as the case may be, Permanent Global Note which is not intended to be issued in NGN form, as specified in the relevant Final Terms or Pricing Supplement, will be deposited on or around the issue date of the relevant Tranche of the Notes with a depositary or a common depositary for Euroclear and Clearstream, Luxembourg and each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms or Pricing Supplement, will be deposited on or around the relevant issue date with a common safe-keeper for Euroclear and/or Clearstream, Luxembourg.

If the Notes have a maturity of more than 1 year, unless the relevant Final Terms or Pricing Supplement specifies that United States Treasury Regulation §1.163-5(c)(2)(i)(C) (or any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the “**TEFRA C Rules**”) are applicable in relation to the Notes, United States Treasury Regulation §1.163-5(c)(2)(i)(D) (or any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the “**TEFRA D Rules**”) will apply in relation to the Notes. If the Notes do not have a maturity of more than 1 year, neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms or Pricing Supplement specifies the form of Notes as being “*Temporary Global Note exchangeable for Permanent Global Note*”, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than forty days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated and, in the case of a NGN, effectuated, to the bearer of the Temporary Global Note or (in the case of any subsequent exchange of a part of the Temporary Global Note) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (i) presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent; and
 - (ii) in either case, receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership,
- within seven days of the bearer requesting such exchange.

The Outstanding Principal Amounts of the relevant Notes represented by the Permanent Global Note shall be equal to the aggregate of the original principal amounts specified in the certificates of non-U.S. beneficial ownership as adjusted to reflect any reduction as required by then current legislation and/or regulations applicable to the Issuer; provided, however, that in no circumstances shall the Outstanding Principal Amounts of the relevant Notes represented by the Permanent Global Note exceed the initial principal amount of such Notes represented by the Temporary Global Note.

Temporary Global Note exchangeable for Definitive Notes

If the relevant Final Terms or Pricing Supplement specifies the form of Notes as being “*Temporary Global Note exchangeable for Definitive Notes*”, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Bearer Notes in definitive form (“**Definitive Notes**”) not earlier than forty days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms or Pricing Supplement), in Outstanding Principal Amounts equal to the aggregate of the original principal amounts specified in the certificates of non-U.S. beneficial interest as adjusted to reflect any reduction as required by then current legislation and/or regulations applicable to the Issuer, in each case, to the bearer of the Temporary Global Note against presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent within thirty days of the bearer requesting such exchange.

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms or Pricing Supplement specifies the form of Notes as being “*Permanent Global Note exchangeable for Definitive Notes*”, then the Notes will initially be in the form of a Permanent Global Note. If the relevant Final Terms or Pricing Supplement specifies the form of Notes as being “*Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes*”, then the Notes will be initially in the form of a Temporary Global Note which will be exchangeable for a Permanent Global Note as set out above. In each case, the Permanent Global Note will be exchangeable, in whole but not in part only and at the request of the bearer of the Permanent Global Note, for Definitive Notes:

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms or Pricing Supplement; or
- (ii) at any time, if so specified in the relevant Final Terms or Pricing Supplement, save that this paragraph (ii) shall not apply if the relevant Final Terms or Pricing Supplement specifies denominations consisting of a minimum Specified Denomination plus one or more integral multiples of another smaller amount; or
- (iii) if the relevant Final Terms or Pricing Supplement specifies “in the limited circumstances described in the Permanent Global Note”, then if:
 - Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of fourteen days (other than by reason of legal holidays) or announces an intention permanently to cease business or in fact does so; or
 - any of the circumstances described in Condition 15 (*Enforcement Events*) occurs.

The Permanent Global Note will also become exchangeable, in whole but not in part only and at the request of the Issuer, for Definitive Notes if, by reason of any change in the laws of Denmark, the Issuer will be required to make any withholding or deduction from any payment in respect of the Notes which would not be required if the Notes are in definitive form.

Interest-bearing Definitive Notes will have attached thereto at the time of their initial delivery Coupons. Interest-bearing Definitive Notes, if so specified in the relevant Final Terms or Pricing Supplement, will have attached thereto at the time of their initial delivery, Talons for further coupons and the expression Coupons shall, where the context so requires, include Talons.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms or Pricing Supplement), in an aggregate principal amount equal to the Outstanding Principal Amounts of the relevant Notes represented by the Permanent Global Note, in each case, to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within thirty days of (i) the bearer or, as the case may be, the Issuer requesting such exchange or (ii) the expiry of the relevant period of notice.

Each Definitive Note shall state that its Outstanding Principal Amount may be reduced as required by then current legislation and/or regulations applicable to the Issuer and that details of its Outstanding Principal Amount may be obtained during normal business hours at the Specified Office of the Fiscal Agent.

The Permanent Global Note also provides, *inter alia*, that:

- (i) if Definitive Notes have not been delivered in accordance with the terms of the Permanent Global Note by 6.00 p.m. (London time) on the thirtieth day after the day on which such Permanent Global Note becomes due to be exchanged; or
- (ii) if the Permanent Global Note (or any part thereof) becomes due and payable in accordance with the Terms and Conditions or the date for final redemption of the Permanent Global Note has occurred, and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made on the due date for payment by 6.00 p.m. (London time) on such due date,

then such Permanent Global Note will become void in accordance with its terms but without prejudice to the rights conferred by the Deed of Covenant.

Form of Registered Notes

Each Tranche of Registered Notes will initially be represented by a Global Registered Note which will either be a Regulation S Global Note (representing Regulation S Notes) or a Rule 144A Global Note (representing Rule 144A Notes). Registered Notes will be in substantially the forms (subject to amendment and completion) scheduled to the Agency Agreement. Notes issued in registered form will not be represented upon issue by a Temporary Global Note and Registered Notes will not be exchangeable for Bearer Notes.

Upon the initial deposit of a Regulation S Global Note in respect of Registered Notes, registration of such Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg or, in the case of Registered Notes held under the new safekeeping structure (“NSS”), in the name of a nominee of the common safe-keeper, and delivery of the relevant Global Note to the common depositary or common safe-keeper, as the case may be, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Upon the initial deposit of a Rule 144A Global Note in respect of Registered Notes, registration of such Registered Notes in the name of Cede & Co. as nominee for DTC and delivery of the relevant Global Note to the Custodian for DTC, DTC will credit each participant with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

A Regulation S Global Note will be deposited on the relevant issue date either (a) in the case of a Series intended to be cleared through Euroclear and/or Clearstream, Luxembourg, with a common depositary or common safe-keeper, as the case may be, on behalf of Euroclear and Clearstream, Luxembourg or (b) in the case of a

Series intended to be cleared through a clearing system other than, or in addition to, Euroclear and/or Clearstream, Luxembourg, or delivered outside a clearing system, as agreed between the Issuer and the relevant Dealer(s).

A Rule 144A Global Note will be deposited on the relevant issue date with the Custodian for, and registered in the name of Cede & Co. as nominee for, DTC. Definitive Notes issued in exchange for a beneficial interest in a Rule 144A Global Note shall bear the legend applicable to such Notes as set out in “*Transfer Restrictions*” herein.

A Global Registered Note will become exchangeable, in whole but not in part only and at the request of the registered Holder of the Global Registered Note, for Registered Notes in definitive form (“**Definitive Registered Notes**”):

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms or Pricing Supplement; or
- (ii) at any time, if so specified in the relevant Final Terms or Pricing Supplement; or
- (iii) if the relevant Final Terms or Pricing Supplement specifies “in the limited circumstances described in the Global Registered Note”, then if:
 - Euroclear, Clearstream, Luxembourg, DTC or any other relevant clearing system is closed for business for a continuous period of fourteen days (other than by reason of public holidays) or announces an intention permanently to cease business or in fact does so; or
 - any of the circumstances described in Condition 15 (*Enforcement Events*) occurs.

The Global Registered Note will also become exchangeable, in whole but not in part only and at the request of the Issuer, for Definitive Registered Notes if, by reason of any change in the laws of Denmark, the Issuer will be required to make any withholding or deduction from any payment in respect of the Notes which would not be required if the Notes are represented by Definitive Registered Notes.

Whenever the Global Registered Note is to be exchanged for Definitive Registered Notes, such Registered Notes will be issued in an aggregate principal amount equal to the Outstanding Principal Amounts of the relevant Notes represented by the Global Registered Note, in each case, within five business days of the delivery, by or on behalf of the registered Holder of the Global Registered Note, Euroclear and/or Clearstream, Luxembourg and/or DTC, to the Registrar of such information as is required to complete and deliver such Definitive Registered Notes (including, without limitation, the names and addresses of the persons in whose names the Definitive Registered Notes are to be registered and the principal amount of each such person’s holding) against the surrender of the Global Registered Note at the Specified Office of the Registrar. Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

Each Definitive Registered Note shall state that its Outstanding Principal Amount may be reduced as required by then current legislation and/or regulations applicable to the Issuer and that details of its Outstanding Principal Amount may be obtained during normal business hours at the Specified Office of the Fiscal Agent.

The Global Registered Note also provides, *inter alia*, that:

- (i) if Definitive Registered Notes have not been issued and delivered by 6.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with the terms of the Global Registered Note; or

- (ii) any of the Notes evidenced by the Global Registered Note has become due and payable in accordance with the Terms and Conditions or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the Holder of the Global Registered Note on the due date for payment in accordance with the terms of the Global Registered Note,

then the Global Registered Note (including the obligation to deliver Definitive Registered Notes) will become void at 6.00 p.m. (London time) on such thirtieth day (in the case of (i) above) or at 6.00 p.m. (London time) on such date (in the case of (ii) above) and the Holder will have no further rights thereunder (but without prejudice to the rights which the Holder or others may have under the Deed of Covenant).

Terms and Conditions applicable to the Notes (other than VP Systems Notes)

The Terms and Conditions applicable to any Definitive Note or Definitive Registered Note will be endorsed on that Note and will consist of the Terms and Conditions set out under “*Terms and Conditions of the Notes*” below and the provisions of the relevant Final Terms or Pricing Supplement which complete and/or (in the case of Exempt Notes only) amend and/or replace those Terms and Conditions.

The Terms and Conditions applicable to any Notes represented by one or more Global Notes will differ from those Terms and Conditions which would apply to the Notes were they in definitive form to the extent described in this “*Overview of Form of the Notes*”.

Each Global Note will contain provisions which modify the Terms and Conditions of the Notes as they apply to the relevant Global Note. The following is a summary of certain of those provisions:

Title to Notes: For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Fiscal Agent, the Registrar and any other Paying Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Note in global form or the registered holder of the relevant Global Registered Note shall be treated by the Issuer, the Fiscal Agent, the Registrar and any other Paying Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expression “Holder” and related expressions shall be construed accordingly.

Payments: The Holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the Holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or DTC as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear, Clearstream, Luxembourg or DTC, as the case may be, for his/her share of each payment so made by the Issuer to, or to the order of, the Holder of such Global Note. For the purpose of any payment made in respect of a Global Note, (i) the relevant place of presentation shall be disregarded in the definition of “**Payment Business Day**” set out in Condition 2.1 (*Definitions*) and in the definition of “**business day**” set out in Condition 12 (*Payments – Registered Notes*) and (ii) any rounding to be applied in respect of any such payment will be applied in accordance with the procedures of Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, in place at the relevant time of such payment.

Record Date for Global Registered Notes: In the case of a Global Registered Note, with respect to the definition of “Record Date” in Condition 12.1 (*Method of payment*), the words “on the fifteenth day (whether or not such fifteenth day is a Relevant Banking Day)” shall be deemed to be deleted and replaced by “at the close of business on the Clearing System Business Day immediately prior to the date for payment”. “**Clearing System Business Day**” means any day other than (i) Saturdays and Sundays and (ii) 1 January and 25 December.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 10.5 (*Redemption at the option of the Issuer*) in relation to some only of the Notes, the relevant Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Terms and Conditions and the Notes to be redeemed will not be selected as provided in the Terms and Conditions, but in accordance with the rules and procedures of Euroclear, Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion) and/or DTC.

Notices: Notwithstanding Condition 21 (*Notices*), while all the Notes are represented by one or more Global Notes and such Global Note(s) are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg and/or DTC, notices to Holders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or DTC and/or any other relevant clearing system for communication by them to the persons shown in their respective records as having interests therein and, in any case, such notices shall be deemed to have been given to the Holders in accordance with Condition 21 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or DTC.

Legend concerning United States persons

In the case of any Tranche of Bearer Notes having a maturity of more than 1 year, Global Notes, Definitive Notes and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”

The sections referred to in such legend provide that a United States person who holds a Bearer Note, Coupon or Talon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note, Coupon or Talon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

Form of VP Systems Notes

Each Tranche of VP Systems Notes will be issued in uncertificated and dematerialised book entry form. The VP Systems Notes issued under the Programme will not be evidenced by any physical note or document of title other than statements of account made by VP, VPS or Euroclear Sweden. Legal title to the VP Systems Notes will be evidenced by book entries in the records of VP, VPS or Euroclear Sweden, as the case may be. A holder of VP Systems Notes will have to rely on the clearing system procedures to receive payments under the relevant VP Systems Notes. Issues of VP Systems Notes are the subject of the VP Systems Agency Agreement. On the issue of such VP Systems Notes, the Issuer will send a copy of the relevant Final Terms or Pricing Supplement to the Fiscal Agent, with a copy sent to the VP Systems Agent. On delivery of the relevant Final Terms by the VP Systems Agent to VP, VPS or Euroclear Sweden, as the case may be, and notification to VP, VPS or Euroclear Sweden, as the case may be, of the subscribers and their VP, VPS or Euroclear Sweden, as the case may be, account details by the relevant Dealer(s), the VP Systems Agent, acting on behalf of the Issuer, will give instructions to VP, VPS or Euroclear Sweden, as the case may be, to credit each subscribing account holder with VP, VPS or Euroclear Sweden, as the case may be, with a nominal amount of VP Systems Notes equal to the nominal amount thereof for which it has subscribed and paid.

Settlement of sale and purchase transactions in respect of VP Systems Notes in VP, VPS or Euroclear Sweden, as the case may be, will take place in accordance with market practice at the time of the transaction. Transfers of interests in the relevant VP Systems Notes will take place in accordance with the rules and procedures for the time being of VP, VPS or Euroclear Sweden, as the case may be.

The Terms and Conditions applicable to any VP Systems Notes will consist of the Terms and Conditions set out under “*Terms and Conditions of the Notes*” below and the provisions of the relevant Final Terms which completes those Terms and Condition or (in the case of Exempt Notes only) the relevant Pricing Supplement which complete and/or amends and/or replaces those Terms and Conditions.

Clearing Systems

Any reference herein to Euroclear and/or Clearstream, Luxembourg and/or DTC and/or VP, VPS or Euroclear Sweden, as the case may be, shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, the Fiscal Agent, the Registrar (in the case of Registered Notes), the other Paying Agents and the relevant Holders.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the Terms and Conditions of the Notes which, as completed by the relevant Final Terms or (in the case of Exempt Notes only) as completed and/or amended and/or replaced by the relevant Pricing Supplement, will be endorsed on each Definitive Note issued under the Programme. The Terms and Conditions applicable to any Global Note will differ from those Terms and Conditions which would apply to a Definitive Note to the extent described under “Overview of Form of the Notes” above. The following is also the text of the Terms and Conditions of the Notes which, as completed by the relevant Final Terms or (in the case of Exempt Notes only) as completed and/or amended and/or replaced by the relevant Pricing Supplement, will be applicable to each VP Systems Note. VP Systems Notes will not be evidenced by any physical note or document of title other than statements of account made by VP, VPS or Euroclear Sweden, as the case may be. Ownership of VP Systems Notes will be recorded and transfer effected only through the book entry system and register maintained by VP, VPS or Euroclear Sweden, as the case may be.

1. Introduction

- 1.1 *Programme:* Danske Bank A/S (the “**Issuer**”) has established an Euro Medium Term Note Programme (the “**Programme**”) for the issuance of up to EUR 35,000,000,000 in aggregate principal amount of notes (the “**Notes**”) and where a particular Condition is applicable only to certain classes of Notes, “Notes” shall be construed in accordance with the relevant Condition. References herein to “**Exempt Notes**” are to Notes for which no prospectus is required to be published under the Prospectus Regulation. For the purposes of these Conditions, and unless stated otherwise, references to the European Economic Area include the United Kingdom.
- 1.2 *Final Terms or Pricing Supplement:* Notes issued under the Programme are issued in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Notes. Each Tranche of Notes other than Exempt Notes is the subject of a final terms document (the “**Final Terms**”) which completes these Terms and Conditions (the “**Conditions**”). Each Tranche of Exempt Notes is the subject of a pricing supplement (the “**Pricing Supplement**”) which completes and/or amends and/or replaces these Conditions. The Terms and Conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms or (in the case of Exempt Notes only) as completed and/or amended and/or replaced by the relevant Pricing Supplement. In the event of any inconsistency between these Conditions and the relevant Final Terms or Pricing Supplement, the relevant Final Terms or Pricing Supplement shall prevail. The relevant Final Terms or Pricing Supplement will specify whether the Notes are Preferred Senior Notes, Non-Preferred Senior Notes or Subordinated Notes.
- 1.3 *Issue and Paying Agency Agreement and VP Systems Agency Agreement:* The Notes are the subject of:
- (i) in the case of Notes other than VP Systems Notes, an amended and restated issue and paying agency agreement dated 8 April 2020 (the “**Agency Agreement**”) between, *inter alios*, the Issuer, Citibank, N.A., London Branch as fiscal agent (the “**Fiscal Agent**”, which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and Citigroup Global Markets Europe AG as principal registrar (the “**Principal Registrar**”, which expression shall include any successor principal registrar appointed from time to time in connection with the Notes); or
 - (ii) in the case of VP Systems Notes, (A) an amended and restated agency agreement dated 8 April 2020 (the “**VP Systems Agency Agreement**”) between the Issuer, Citibank, N.A., London Branch as Fiscal Agent in connection with the Agency Agreement and Danske Bank A/S as agent (the “**VP Systems Agent**”, which expression includes any successor agent appointed from time to time in connection with the VP Systems Notes) of the Issuer in respect of all VP Systems Notes and (B) the Agency Agreement to the extent specified therein.

- 1.4 *Deed of Covenant:* The Notes (other than VP Systems Notes) have the benefit of a deed of covenant dated 8 April 2020 (as may be amended or supplemented from time to time, the “**Deed of Covenant**”).
- 1.5 *The Notes:* All subsequent references in these Conditions to “Notes” are to the Notes which are the subject of the relevant Final Terms or Pricing Supplement. Copies of the relevant Final Terms or Pricing Supplement are available for inspection by Holders during normal business hours at the Specified Office of each of the Paying Agents or, if applicable, the Registrar. In the case of a Tranche of Notes which is not admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system or which is not offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation (including Exempt Notes), copies of the Pricing Supplement will only be available for inspection by Holders (as defined in Condition 1.6 (*Summaries*) below) or, as the case may be, Relevant Account Holders (as defined in the Deed of Covenant) in respect of, such Notes.
- 1.6 *Summaries:* Certain provisions of these Conditions are summaries of the Agency Agreement, the Deed of Covenant and the VP Systems Agency Agreement and are subject to their detailed provisions. The holders of the Notes (the “**Holders**” or “**Noteholders**”, which expressions shall, where appropriate, be deemed to include holders of Bearer Notes (as defined herein), Registered Holders (as defined herein), holders of VP Systems Notes (as defined herein) and Couponholders (as defined below)) and the holders of the related interest coupons, if any, (the “**Couponholders**” and the “**Coupons**”, respectively) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement and the Deed of Covenant applicable to them. Copies of the Agency Agreement and the Deed of Covenant are available for inspection by Holders during normal business hours at the Specified Office of each of the Paying Agents or if applicable, the Principal Registrar. Copies of the VP Systems Agency Agreement are available for inspection by Holders during normal business hours at the Specified Office of the VP Systems Agent.

2. Interpretation

- 2.1 *Definitions:* In these Conditions the following expressions have the following meanings:

“**2014 RTS**” means Commission Delegated Regulation (EU) No. 241/2014 of 7 January 2014, supplementing the CRR with regard to regulatory technical standards for own funds requirements for institutions, as amended or replaced from time to time;

“**Accrual Yield**” has the meaning given in the relevant Final Terms or Pricing Supplement;

“**Adjusted Fixed Rate Notes**” means Preferred Senior Notes or Non-Preferred Senior Notes for which:

- (i) the Fixed Rate Note Provisions are specified in the relevant Final Terms or Pricing Supplement as being applicable; and
- (ii) the Interest Payment Date(s) is/are subject to adjustment in accordance with a Business Day Convention;

“**Adjustment Spread**” means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Issuer, following consultation with the Independent Adviser (if applicable) and acting in good faith and in a commercially reasonable manner, determines is required to be applied to the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the relevant circumstances, any economic prejudice or benefit (as applicable) to the Holders as a result of the replacement of the Original Reference Rate with the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (i) in the case of a Successor Reference Rate, is formally recommended in relation to the replacement of the Original Reference Rate with such Successor Reference Rate by any Relevant Nominating Body; or
- (ii) in the case of a Successor Reference Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Issuer, following consultation with the Independent Adviser (if applicable) and acting in good faith and in a commercially reasonable manner, determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by such Successor Reference Rate or the Alternative Reference Rate (as applicable); or
- (iii) if no such customary market usage is recognised or acknowledged, the Issuer, following consultation with the Independent Adviser (if applicable) and acting in good faith and in a commercially reasonable manner, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the relevant Original Reference Rate, where such rate has been replaced by the relevant Successor Reference Rate or Alternative Reference Rate (as applicable); or
- (iv) if no such industry standard is recognised or acknowledged, the Issuer, in its discretion, following consultation with the Independent Adviser (if applicable) and acting in good faith and in a commercially reasonable manner, determines to be appropriate;

“**Affiliates**” has the meaning given to such term in paragraph (a)(1) of Rule 144 under the United States Securities Act of 1933, as amended;

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

- (i) in the case of Notes for which the Floating Rate Note Provisions are specified in the relevant Final Terms or Pricing Supplement as being applicable, to the relevant Interest Periods; or
- (ii) in the case of Notes for which the Reset Note Provisions are specified in the relevant Final Terms or Pricing Supplement as being applicable, to the relevant Reset Periods,

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

“**Alternate Settlement Rate**” means the spot rate between the Specified Currency and the Relevant Currency determined by the Currency Calculation Agent, taking into consideration all available information which the Currency Calculation Agent deems relevant (including, but not limited to, in the case of CNY Notes, the pricing information obtained from the CNY non-deliverable market outside the PRC and/or the CNY exchange market inside the PRC);

“**Applicable Business Centre(s)**” means the city or cities specified as such in the relevant Final Terms or Pricing Supplement;

“**Applicable Financial Centre(s)**” means the city or cities specified as such in the relevant Final Terms or Pricing Supplement;

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

“Articles of Association” means the articles of association of the Issuer;

“BBSW” means the Bank Bill Swap Reference Rate;

“Bearer Notes” means Notes issued in bearer form;

“Benchmark Event” means:

- (i) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate stating that it will, by a specified date within the following six months, cease to publish the Original Reference Rate, permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) a public statement by the supervisor or the administrator of the Original Reference Rate stating that the Original Reference Rate has been or will be, by a specified date within the following six months, permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor or the administrator of the Original Reference Rate stating that the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or
- (v) it has or will prior to the next Interest Determination Date or Reset Determination Date, as applicable, become unlawful for the Calculation Agent or any other agents party to the Agency Agreement to calculate any payments due to be made to the Holders using the Original Reference Rate;

“Broken Amount” has the meaning given in the relevant Final Terms or Pricing Supplement;

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

“Business Day” means:

- (i) in the case of Interest Determination Dates and Reset Determination Dates only, where the relevant Final Terms or Pricing Supplement specifies a “Business Day” preceded by a city for the purposes of the Interest Determination Date(s) or, as the case may be, the Reset Determination Date(s), a day on which commercial banks and foreign exchange markets are open for general business (including dealing in foreign exchange and foreign currency deposits) in that city; and

- (ii) in all other cases:
 - (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Applicable Business Centre, and if TARGET is an Applicable Business Centre, a TARGET Settlement Day; and
 - (b) in the case of CNY Notes and any sum payable in CNY, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in Hong Kong are generally open for business and settlement for CNY payments in Hong Kong;

“Business Day Convention”, in relation to any particular date, shall be as specified in the relevant Final Terms or Pricing Supplement and, if so specified in the relevant Final Terms or Pricing Supplement, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) **“Following Business Day Convention”** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) **“Modified Following Business Day Convention”** or **“Modified Business Day Convention”** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) **“Preceding Business Day Convention”** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **“FRN Convention”, “Floating Rate Convention”** or **“Eurodollar Convention”** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms or Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred provided, however, that:
 - (a) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (b) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (c) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) **“No Adjustment”** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

“Calculation Agent” means the Fiscal Agent or such other Person specified in the relevant Final Terms or Pricing Supplement as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms or Pricing Supplement;

“**Calculation Amount**” has the meaning given to such term in the relevant Final Terms or Pricing Supplement (the “**Original Calculation Amount**”), provided that, if the Outstanding Principal Amount of each Note is reduced as required by the current legislation and/or regulations applicable to the Issuer, the Calculation Agent shall (a) adjust the Calculation Amount on a *pro-rata* basis to account for such reduction and (b) notify the Holders in accordance with Condition 21 (*Notices*), the Fiscal Agent (if the Fiscal Agent is not the Calculation Agent) and the Registrar (in the case of Registered Notes) or the VP Systems Agent (in the case of VP Systems Notes) of the details of such adjustment;

“**Call Option**” has the meaning given in the relevant Final Terms or Pricing Supplement;

“**Capital Event**” means, if the Notes are Subordinated Notes, at any time, on or after the Issue Date of the last Tranche of a Series of such Notes, there is a change in the regulatory classification of such Notes that results or will result in:

- (i) their exclusion, in whole or in part, from the regulatory capital of the Issuer and/or Group; or
- (ii) reclassification, in whole or in part, as a lower quality form of regulatory capital of the Issuer and/or Group,

in each case provided that the Issuer satisfies the Relevant Regulator that the regulatory reclassification of such Notes, was not reasonably foreseeable at the time of their issuance and the Relevant Regulator considers the change to be sufficiently certain;

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

“**CNY**” means the lawful currency of the PRC which, for the purposes of these Conditions, excludes the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan;

“**CNY Notes**” means Notes denominated in CNY;

“**Code**” means the U.S. Internal Revenue Code of 1986;

“**Common Equity Tier 1 Capital**” means common equity tier 1 capital (or any equivalent or successor term) of, as the case may be, the Issuer or the Group, in each case as calculated by the Issuer in accordance with CRD/CRR requirements and any applicable transitional arrangements under the CRD/CRR;

“**Common Equity Tier 1 Capital Ratio**” means:

- (i) in relation to the Issuer, the ratio (expressed as a percentage) of the aggregate amount of the Common Equity Tier 1 Capital of the Issuer divided by the Risk Exposure Amounts of the Issuer; and
- (ii) in relation to the Group, the ratio (expressed as a percentage) of the aggregate amount of the Common Equity Tier 1 Capital of the Group divided by the Risk Exposure Amounts of the Group,

in each case, all as calculated by the Issuer at any time in accordance with CRD/CRR requirements and any applicable transitional arrangements under CRD/CRR and reported to the Relevant Regulator;

“**Contractual Currency**” has the meaning given to such term in Condition 22 (*Currency Indemnity*);

“**Coupon Sheet**” means, in relation to a Bearer Note, the coupon sheet relating to the Note;

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

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

“**CRD/CRR Implementing Measures**” means any regulatory capital rules or regulations or other requirements, which are applicable to the Issuer and which prescribe (alone or in conjunction with any other rules, regulations or other requirements) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of the Issuer (on a non-consolidated or consolidated basis) to the extent required by the CRD Directive or the CRR, including for the avoidance of doubt and without limitation any regulatory technical standards released from time to time by the European Banking Authority (or any successor or replacement thereof);

“**CRR**” means the Regulation (2013/575) of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms dated 26 June 2013 and published in the Official Journal of the European Union on 27 June 2013, as amended or replaced from time to time (including, for the avoidance of doubt, the amendments to such Regulation resulting from Regulation (EU) 2019/876 of the European Parliament and of the Council as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements dated 20 May 2019 and published in the Official Journal of the European Union on 7 June 2019);

“**Currency Calculation Agent**” means the Person specified in the relevant Final Terms or Pricing Supplement as the party responsible for making certain determinations in relation to Currency Events;

“**Currency Events**” means any one of Illiquidity, Non-Transferability and Inconvertibility;

“**Danish Bankruptcy Act**” means the Danish Bankruptcy Act (Consolidated Act No. 11 of 6 January 2014, as amended or replaced from time to time) (in Danish: “*konkursloven*”);

“**Danish Financial Business Act**” means the Danish Financial Business Act (Consolidated Act No. 937 of 6 September 2019, as amended or replaced from time to time);

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

“**Day Count Fraction**” means, in respect of the calculation of an amount for any period of time (the “**Calculation Period**”), such day count fraction as may be specified in these Conditions or the relevant Final Terms or Pricing Supplement and:

- (i) if “**Actual/Actual (ICMA)**” is so specified, means:
- (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (A) the actual number of days in such Regular Period and (B) the number of Regular Periods in any year; and
 - (b) where the Calculation Period is longer than one Regular Period, the sum of:
 - (i) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (A) the actual number of days in such Regular Period and (B) the number of Regular Periods in any year; and
 - (ii) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (A) the actual number of days in such Regular Period and (B) the number of Regular Periods in any year;
- (ii) if “**Actual/365**”, “**Actual/Actual**” or “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**” is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

“**Designated Maturity**” means, in respect of a Series of Notes for which (i) the Floating Rate Note Provisions are specified in the relevant Final Terms or Pricing Supplement as being applicable and (ii) Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms or Pricing Supplement, the period of time designated in the relevant Reference Rate;

“**DFSA**” means the Danish Financial Supervisory Authority;

“**Early Redemption Amount (Tax)**” means, in respect of any Preferred Senior Note or Non-Preferred Senior Note, its Outstanding Principal Amount or such other amount as may be specified in, or calculated or determined in accordance with, these Conditions or the relevant Final Terms or Pricing Supplement;

“**Enforcement Events**” has the meaning given to such term in Condition 15 (*Enforcement Events*);

“**EURIBOR**” means the Eurozone interbank offered rate;

“**Euroclear Sweden**” means Euroclear Sweden AB, the Swedish central securities depository;

“**Event Currency Jurisdiction**” has the meaning given in the relevant Final Terms or Pricing Supplement;

“**Exempt Notes**” shall have the meaning given to it in Condition 1.1 (*Programme*);

“**Extraordinary Resolution**” has the meaning given in the Agency Agreement;

“**Fallback Relevant Time**” means the time specified in the relevant Final Terms or Pricing Supplement;

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

“**First Reset Date**” means the date specified in the relevant Final Terms or Pricing Supplement;

“**First Reset Margin**” means the margin specified in the relevant Final Terms or Pricing Supplement;

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

“**First Reset Period Fallback Yield**” means the yield specified in the relevant Final Terms or Pricing Supplement;

“**First Reset Rate of Interest**” means, in respect of the First Reset Period and, if applicable, subject to Condition 6.7 (*Fallbacks*) and Condition 6.8 (*Reset Reference Rate Conversion*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the First Reset Margin;

“**Fixed Coupon Amount**” has the meaning given in the relevant Final Terms or Pricing Supplement;

“**Governmental Authority**” means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of:

- (i) in the case of CNY Notes, Hong Kong; or
- (ii) in the case of Notes other than CNY Notes, the Event Currency Jurisdiction;

“**Group**” means the Issuer together with its Subsidiaries and other entities that are consolidated in the Issuer’s calculation of the Common Equity Tier 1 Capital Ratio on a consolidated level in accordance with CRD/CRR requirements;

“**H.15(519)**” means the weekly statistical release designated as H.15(519), or any successor publication, published by the board of governors of the Federal Reserve System at <http://www.federalreserve.gov/releases/H15> or such other page, section, successor site or publication as may replace it;

“**HIBOR**” means the Hong Kong interbank offered rate;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

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

- (i) in the case of Notes for which the Floating Rate Note Provisions are specified in the relevant Final Terms or Pricing Supplement as being applicable, in any Interest Period, the date that is no later than five Business Days prior to the Interest Determination Date relating to the immediately following Interest Period; or
- (ii) in the case of Notes for which the Reset Note Provisions are specified in the relevant Final Terms or Pricing Supplement as being applicable, in any Reset Period, the date that is no later than five Business Days prior to the Reset Determination Date relating to the next succeeding Reset Period;

“**Illiquidity**” means:

- (i) in the case of CNY Notes, the general CNY exchange market in Hong Kong becomes illiquid as a result of which the Issuer and/or any of its affiliates cannot obtain sufficient CNY in order to make a payment (in whole or in part) or perform any other of its obligations under the Notes; or
- (ii) in the case of Notes other than CNY Notes, the general exchange market in relation to the Specified Currency in the Event Currency Jurisdiction becomes illiquid as a result of which the Issuer and/or any of its affiliates cannot obtain sufficient Specified Currency in order to make a payment (in whole or in part) or perform any other of its obligations under the Notes,

as determined by the Currency Calculation Agent in good faith and in a commercially reasonable manner;

“**Inconvertibility**” means the occurrence of any event that makes it impossible, impracticable or illegal for the Issuer and/or any of its affiliates to convert any amount into or from:

- (i) in the case of CNY Notes, CNY as may be required to be paid by the Issuer under the Notes on any payment date or such other amount as may be determined by the Currency Calculation Agent in its sole and absolute discretion at the general CNY exchange market in Hong Kong; or
- (ii) in the case of Notes other than CNY Notes, the Specified Currency as may be required to be paid by the Issuer under the Notes on any payment date or such other amount as may be determined by the Currency Calculation Agent in its sole and absolute discretion at the general exchange market in relation to the Specified Currency in the Event Currency Jurisdiction,

other than where such impossibility, impracticability or illegality is due solely to the failure of that party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date of issue of the first Tranche of the Notes and it is impossible for the Issuer and/or any of its affiliates, due to an event beyond the control of the Issuer or the relevant affiliate, to comply with such law, rule or regulation);

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

“Initial Mid-Swap Rate” has the meaning specified in the relevant Final Terms or Pricing Supplement;

“Initial Rate of Interest” has the meaning specified in the relevant Final Terms or Pricing Supplement;

“Interest Accrual Period” means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due;

“Interest Amount” means, in relation to the Calculation Amount and an Interest Period, the amount of interest payable in respect of the Calculation Amount for that Interest Period;

“Interest Commencement Date” means the Issue Date of the Note or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms or Pricing Supplement;

“Interest Determination Date” has the meaning given in the relevant Final Terms or Pricing Supplement;

“Interest Payment Date” means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms or Pricing Supplement and, if a Business Day Convention is specified in the relevant Final Terms or Pricing Supplement:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms or Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

“Interest Period” means, unless otherwise provided in the relevant Final Terms or Pricing Supplement, each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

“ISDA Definitions” means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms or Pricing Supplement) as published by the International Swaps and Derivatives Association, Inc.);

“Issue Date” has the meaning given in the relevant Final Terms or Pricing Supplement;

“LIBOR” means the London interbank offered rate;

“Margin” has the meaning given in the relevant Final Terms or Pricing Supplement;

“Maturity Date” has the meaning given in the relevant Final Terms or Pricing Supplement;

“Maximum Redemption Amount” has the meaning given in the relevant Final Terms or Pricing Supplement;

“Member States” means the member states of the European Economic Area;

“Mid-Market Swap Rate” means, subject as provided in Condition 8 (*Reference Rate Replacement*), if applicable, for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Original Reset Reference Rate Payment Basis (calculated on the day count basis customary for fixed rate payments in the Specified Currency as determined by the Calculation

Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Floating Leg Maturity (calculated on the day count basis customary for floating rate payments in the Specified Currency as determined by the Calculation Agent);

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

“Mid-Swap Floating Leg Benchmark Rate” means, subject as provided in Condition 8 (*Reference Rate Replacement*), if applicable, EURIBOR (if the Specified Currency is euro), LIBOR for the Specified Currency (if the Specified Currency is U.S. dollars, Pounds Sterling or Swiss Francs), CIBOR (if the Specified Currency is Danish Kroner), NIBOR (if the Specified Currency is Norwegian Kroner), STIBOR (if the Specified Currency is Swedish Kronor) or (in the case of any other Specified Currency) the benchmark rate most closely connected with such Specified Currency and selected by the Calculation Agent in its discretion after consultation with the Issuer;

“Mid-Swap Floating Leg Maturity” has the meaning given in the relevant Final Terms or Pricing Supplement;

“Minimum Redemption Amount” has the meaning given in the relevant Final Terms or Pricing Supplement;

“MREL/TLAC Disqualification Event” means, in respect of a Series of Non-Preferred Senior Notes, the determination by the Issuer that, as a result of:

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

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

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

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

“MREL/TLAC Requirement” means the total loss-absorbing capacity requirement and/or the minimum requirement for own funds and eligible liabilities, in each case which is or, as the case may be, will be, applicable to the Issuer and/or the Group;

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

“**Non-Preferred Senior Liabilities**” means any unsubordinated and unsecured liabilities of the Issuer which rank below (i) any Preferred Senior Notes and (ii) any obligations of the Issuer that rank *pari passu* with any Preferred Senior Notes upon an insolvency of the Issuer in accordance with Section 13(3) of the Consolidated Act No. 24 of 4 January 2019 on Restructuring and Resolution of Certain Financial Undertakings, as amended or replaced from time to time (the “**Danish Recovery and Resolution Act**”);

“**Non-Preferred Senior Notes**” means the Notes (i) specified as such in the relevant Final Terms or Pricing Supplement and (ii) having the status set out in Condition 5.2 (*Status – Non-Preferred Senior Notes*);

“**Non-Transferability**” means the occurrence of any event that makes it impossible, impracticable or illegal for the Issuer and/or any of its affiliates to deliver:

- (i) in the case of CNY Notes, CNY between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong; or
- (ii) in the case of Notes other than CNY Notes, the Specified Currency between accounts inside the Event Currency Jurisdiction or from an account inside the Event Currency Jurisdiction to an account outside the Event Currency Jurisdiction,

other than where such impossibility, impracticability or illegality is due solely to the failure of the Issuer and/or the relevant affiliate to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date of issue of the first Tranche of the Notes and it is impossible for the Issuer and/or any of its affiliates, due to an event beyond the control of the Issuer and/or the relevant affiliate, to comply with such law, rule or regulation);

“**Optional Redemption Amount (Call)**” means, in respect of any Note, its Outstanding Principal Amount, or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms or Pricing Supplement;

“**Optional Redemption Date (Call)**” has the meaning given in the relevant Final Terms or Pricing Supplement;

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

“**Original Calculation Amount**” has the meaning given to such term in the definition of Calculation Amount;

“**Original Reference Rate**” means:

- (i) the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) of the relevant Notes; or
- (ii) any Successor Reference Rate or Alternative Reference Rate which has been determined in relation to such benchmark or screen rate (as applicable) pursuant to the operation of Condition 8 (*Reference Rate Replacement*),

as applicable;

“**Original Reset Reference Rate Payment Basis**” has the meaning given in the relevant Final Terms or Pricing Supplement. In the case of Notes other than Exempt Notes, the Original Reset Reference Rate Payment Basis shall be annual, semi-annual, quarterly or monthly;

“Outstanding Principal Amount” means, in respect of a Note, the outstanding principal amount of such Note, as adjusted from time to time for any reduction of the principal amount of such Note as required by then current legislation and/or regulations applicable to the Issuer, and **“Outstanding Principal Amounts”** means the sum of the Outstanding Principal Amount of each Note;

“Participating Member State” means a Member State of the European Communities which adopts the euro as its lawful currency in accordance with the Treaty;

“Paying Agents” means the Fiscal Agent and any substitute or additional paying agents appointed in accordance with the Agency Agreement;

“Payment Business Day” means:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in (a) the relevant place of presentation and (b) each Applicable Financial Centre specified in the relevant Final Terms or Pricing Supplement and, if TARGET is an Applicable Financial Centre, a TARGET Settlement Day; and
- (ii) in the case of CNY Notes and any sum payable in CNY, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in Hong Kong are generally open for business and settlement for CNY payments in Hong Kong;

“Permission Withdrawal Early Redemption Restriction” has the meaning given to such term in Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*);

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

“PRC” means the People’s Republic of China which, for the purposes of this definition only, excludes the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan;

“Preferred Senior Notes” means the Notes (i) specified as such in the relevant Final Terms or Pricing Supplement and (ii) having the status set out in Condition 5.1 (*Status – Preferred Senior Notes*);

“Private Placement Legend” means the legend set forth in the form of Registered Notes scheduled to the Agency Agreement;

“Prospectus Regulation” means Regulation (EU) 2017/1129;

“Qualifying Non-Preferred Senior Notes” means, in respect of a Series of Non-Preferred Senior Notes, at any time, any securities (other than such Notes) issued or guaranteed by the Issuer that:

- (i) contain terms which comply with the then current requirements for “eligible liabilities” (or any equivalent or successor term) provided for in the Applicable MREL/TLAC Regulations in relation to the relevant MREL/TLAC Requirement(s) (which, for the avoidance of doubt, may result in the relevant securities (a) not including, or restricting for a period of time the application of, one or more of the early redemption rights which are included in the relevant Notes, and (b) including change(s) compared to the terms of the relevant Notes which are necessary to ensure the effectiveness and enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*); and
- (ii) if the relevant substitution and variation of the relevant Notes pursuant to Condition 10.11 (*Substitution and variation of Non-Preferred Senior Notes*) is to ensure the effectiveness and enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption*

- Powers*), contain terms which include change(s) compared to the terms of the relevant Notes which are necessary to ensure the effectiveness and enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*); and
- (iii) carry the same rate of interest as the relevant Notes prior to the relevant substitution or variation pursuant to Condition 10.11 (*Substitution and variation of Non-Preferred Senior Notes*); and
 - (iv) have the same Specified Denomination(s) and Outstanding Principal Amounts as the relevant Notes prior to the relevant substitution or variation pursuant to Condition 10.11 (*Substitution and variation of Non-Preferred Senior Notes*); and
 - (v) have the same Maturity Date and the same Interest Payment Dates as the relevant Notes prior to the relevant substitution or variation pursuant to Condition 10.11 (*Substitution and variation of Non-Preferred Senior Notes*); and
 - (vi) have at least the same ranking as the relevant Notes prior to the relevant substitution or variation pursuant to Condition 10.11 (*Substitution and variation of Non-Preferred Senior Notes*); and
 - (vii) shall not, immediately following the relevant substitution or variation pursuant to Condition 10.11 (*Substitution and variation of Non-Preferred Senior Notes*) be subject to a MREL/TLAC Disqualification Event and/or a tax event referred to in Condition 10.11 (*Early redemption for tax reasons*); and
 - (viii) have terms not otherwise materially less favourable to the Holders than the terms of the relevant Notes, as determined by the Issuer in its sole and absolute discretion, and provided that the Issuer shall have delivered a certificate to that effect signed by two of its directors to the Fiscal Agent (and copies thereof will be available at the Fiscal Agent's Specified Office during its normal business hours) not less than 5 Business Days prior to (a) in the case of a substitution of the relevant Notes pursuant to Condition 10.11 (*Substitution and variation of Non-Preferred Senior Notes*), the issue date of the relevant securities or (b) in the case of a variation of the relevant Notes pursuant to Condition 10.11 (*Substitution and variation of Non-Preferred Senior Notes*), the date such variation becomes effective; and
 - (ix) if (a) the relevant Notes were listed or admitted to trading on a Regulated Market immediately prior to the relevant substitution or variation, are listed or admitted to trading on a Regulated Market or (b) the relevant Notes were listed or admitted to trading on a recognised stock exchange other than a Regulated Market immediately prior to the relevant substitution or variation, are listed or admitted to trading on any recognised stock exchange (including, without limitation, a Regulated Market), in either case as selected by the Issuer;

“Qualifying Subordinated Notes” means in respect of a Series of Subordinated Notes, at any time, any securities (other than such Notes) issued or guaranteed by the Issuer that:

- (i) (a) contain terms which at such time comply with CRD/CRR requirements in relation to Tier 2 Capital (which, for the avoidance of doubt, may result in such securities (A) not including, or restricting for a period of time the application of, one or both of the Special Event redemption events which are included in the relevant Notes, and (B) including change(s) compared to the terms of the relevant Notes which are necessary to ensure the effectiveness and enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*)) and (b) provide at least the same amount of regulatory capital recognition as the relevant Notes prior to the relevant substitution or variation pursuant to Condition 10.10 (*Substitution and variation of Subordinated Notes*); and
- (ii) if the relevant substitution or variation of the relevant Notes pursuant to Condition 10.10 (*Substitution and variation of Subordinated Notes*) is to ensure the effectiveness and enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*), contain terms which include change(s) compared to the terms of the relevant Notes which are necessary to ensure the effectiveness and enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*); and

- (iii) carry the same rate of interest, including, if applicable, for the avoidance of doubt any reset provisions, from time to time applying to the relevant Notes prior to the relevant substitution or variation pursuant to Condition 10.10 (*Substitution and variation of Subordinated Notes*); and
- (iv) have the same Specified Denomination(s) and Outstanding Principal Amounts as the relevant Notes prior to substitution or variation pursuant to Condition 10.10 (*Substitution and variation of Subordinated Notes*); and
- (v) have the same Maturity Date and the same Interest Payment Dates as the relevant Notes prior to the relevant substitution or variation pursuant to Condition 10.10 (*Substitution and variation of Subordinated Notes*); and
- (vi) rank *pari passu* with the relevant Notes prior to the substitution or variation pursuant to Condition 10.10 (*Substitution and variation of Subordinated Notes*); and
- (vii) shall not at such time be subject to a Special Event; and
- (viii) have terms not otherwise materially less favourable to the Holders than the terms of the relevant Notes, as reasonably determined by the Issuer, and provided that the Issuer shall have delivered a certificate to that effect signed by two of its directors to the Fiscal Agent (and copies thereof will be available at the Fiscal Agent's Specified Office during its normal business hours) not less than 5 Business Days prior to (a) in the case of a substitution of the relevant Notes pursuant to Condition 10.10 (*Substitution and variation of Subordinated Notes*), the issue date of the relevant securities or (b) in the case of a variation of the relevant Notes pursuant to Condition 10.10 (*Substitution and variation of Subordinated Notes*), the date such variation becomes effective; and
- (ix) if (a) the relevant Notes were listed or admitted to trading on a Regulated Market immediately prior to the relevant substitution or variation, are listed or admitted to trading on a Regulated Market or (b) the relevant Notes were listed or admitted to trading on a recognised stock exchange other than a Regulated Market immediately prior to the relevant substitution or variation, are listed or admitted to trading on any recognised stock exchange (including, without limitation, a Regulated Market), in either case as selected by the Issuer;

“Rate of Interest” means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or Pricing Supplement or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms or Pricing Supplement and shall include, *inter alia*, the Initial Rate of Interest, the First Reset Rate of Interest and the Subsequent Reset Rate of Interest, as applicable and subject, at all times, if any such rate is below zero, that such rate will be deemed to be zero, unless otherwise stated in the relevant Final Terms or Pricing Supplement;

“Record Date” has the meaning given to such term in Condition 12 (*Payments – Registered Notes*);

“Redemption Amount” means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Outstanding Principal Amounts, the Optional Redemption Amount (Call) or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, these Conditions or the relevant Final Terms or Pricing Supplement;

“Reference Banks” has the meaning given in the relevant Final Terms or Pricing Supplement or, if none, four major banks selected by the Calculation Agent in consultation with the Issuer;

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

“Reference Bond Quotation” means, in relation to a Reset Reference Bank and a Reset Determination Date:

- (i) if Reference Bond is specified as the Reset Reference Rate in the relevant Final Terms or Pricing Supplement, the arithmetic mean, as determined by the Calculation Agent, of the bid and offered yields for the relevant Reference Bond provided to the Calculation Agent by such Reset Reference Bank at approximately the Relevant Time on such Reset Determination Date; or
- (ii) if CMT Rate is specified as the Reset Reference Rate in the relevant Final Terms or Pricing Supplement, the rate, as determined by the Calculation Agent, as being a yield-to-maturity based on the secondary market bid price of such Reset Reference Bank for the relevant Reset United States Treasury Security at approximately the Fallback Relevant Time on such Reset Determination Date;

“Reference Price” has the meaning given in the relevant Final Terms or Pricing Supplement;

“Reference Rate” has the meaning given in the relevant Final Terms or Pricing Supplement, subject as provided in Condition 8 (*Reference Rate Replacement*). In the case of Notes other than Exempt Notes, the Reference Rate shall be any one of Compounded Daily SONIA, Weighted Average SOFR, LIBOR, EURIBOR, NIBOR, STIBOR, CIBOR, SHIBOR, BBSW or HIBOR, subject as provided in Condition 8 (*Reference Rate Replacement*);

“Registered Notes” means Notes issued in registered form;

“Registered Holder” means the persons in whose name a Registered Note is for the time being registered by the Registrar;

“Registrar” means the Principal Registrar or, if so specified, any alternative Registrar specified in the relevant Final Terms or Pricing Supplement;

“Regular Period” means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

“Regulated Market” means a regulated market for the purposes of Directive 2014/65/EU;

“Relevant Amounts” means the outstanding principal amount of the Notes, together with any accrued but unpaid interest and additional amounts (as described in Condition 14 (*Taxation*)) due on the Notes. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any Danish Statutory Loss Absorption Powers by the Relevant Resolution Authority;

“Relevant Banking Day” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments generally in the place of presentation of the relevant Note or, as the case may be, Coupon or, in connection with the transfer of Registered Notes only, the place of the Specified Office of the Registrar;

“Relevant Currency” means euro or such other currency as may be specified in the relevant Final Terms or Pricing Supplement;

“Relevant Date” means, in relation to any payment, whichever is the later of (i) the date on which the payment in question first becomes due and (ii) if the full amount payable has not been received in the Applicable Financial Centre of the currency of payment by, in the case of Bearer Notes, the Fiscal Agent or, in the case of Registered Notes, the Registrar on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Holders in accordance with Condition 21 (*Notices*);

“Relevant Financial Centre” has the meaning given in the relevant Final Terms or Pricing Supplement;

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

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

“Relevant Regulator” means the DFSA and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer and/or (in the case of Preferred Senior Notes and Non-Preferred Senior Notes) the Relevant Resolution Authority (if applicable), in any case as determined by the Issuer;

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

“Relevant Resolution Authority” means the resolution authority with the ability to exercise any Danish Statutory Loss Absorption Powers in relation to the Issuer;

“Relevant Screen Page” means the page, section or other part of a particular information service (including, without limitation, the Reuters Money 3000 Service) specified as the Relevant Screen Page in the relevant Final Terms or Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of (i) displaying rates or prices comparable to the Reference Rate or (ii) displaying rates or yields (as the case may be) for the relevant Reset Reference Rate, as the case may be;

“Relevant Time” has the meaning given in the relevant Final Terms or Pricing Supplement;

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

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

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

“**Reset Period Maturity Initial Mid-Swap Rate**” has the meaning specified in the relevant Final Terms or Pricing Supplement;

“**Reset Reference Bank Rate**” means, in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period, the rate (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) determined on the basis of the Reference Bond Quotations provided by the Reset Reference Banks to the Calculation Agent at:

- (i) if Reference Bond is specified as the Reset Reference Rate in the relevant Final Terms or Pricing Supplement, the Relevant Time; or
- (ii) if CMT Rate is specified as the Reset Reference Rate in the relevant Final Terms or Pricing Supplement, the Fallback Relevant Time,

in each case, on such Reset Determination Date. If at least three such Reference Bond Quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean (rounded as aforesaid) of the Reference Bond Quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two Reference Bond Quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean (rounded as aforesaid) of the Reference Bond Quotations provided. If fewer than two Reference Bond Quotations are provided, the Reset Reference Bank Rate for the relevant Reset Interest Period will be (a) in the case of each Reset Period other than the First Reset Period, the Reset Reference Bank Rate in respect of the immediately preceding Reset Period or (b) in the case of the First Reset Period, the First Reset Period Fallback Yield;

“**Reset Reference Banks**” means:

- (i) if Mid-Swap Rate is specified as the Reset Reference Rate in the relevant Final Terms or Pricing Supplement, the principal office in the principal financial centre of the Specified Currency of five major banks in the swap, money, securities or other market most closely connected with the relevant Reset Reference Rate;
- (ii) if Reference Bond is specified as the Reset Reference Rate in the relevant Final Terms or Pricing Supplement, the principal office in the principal financial centre of the Specified Currency of five major banks which are primary government securities dealers or market makers in pricing corporate bond issues denominated in the Specified Currency; or
- (iii) if CMT Rate is specified as the Reset Reference Rate in the relevant Final Terms or Pricing Supplement, the principal office in New York City of five major banks which are primary United States Treasury Securities dealers or market makers in pricing corporate bond issues denominated in U.S. dollars,

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

“**Reset Reference Rate**” means, in relation to a Reset Determination Date and subject to Condition 6.7 (*Fallbacks*) and Condition 8 (*Reference Rate Replacement*), if applicable:

- (i) if Mid-Swap Rate is specified in the relevant Final Terms or Pricing Supplement:
 - (a) if Single Mid-Swap Rate is further specified in the relevant Final Terms or Pricing Supplement, the rate for swaps in the Specified Currency;

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

- (b) if Mean Mid-Swap Rate is further specified in the relevant Final Terms or Pricing Supplement, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

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

- (ii) if Reference Bond is specified in the relevant Final Terms or Pricing Supplement:

- (a) if a Relevant Screen Page is specified in the relevant Final Terms or Pricing Supplement, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered yields of the relevant Reference Bond, as determined by the Calculation Agent by reference to the Relevant Screen Page at the Relevant Time on such Reset Determination Date; or

- (b) if (i) a Relevant Screen Page is so specified and such rate does not appear on the Relevant Screen Page at such Relevant Time on such Reset Determination Date or (ii) a Relevant Screen Page is not so specified, the Reset Reference Bank Rate on such Reset Determination Date; or

- (iii) if CMT Rate is specified in the relevant Final Terms or Pricing Supplement and if the Specified Currency is U.S. dollars, the rate which is equal to:

- (a) the yield for United States Treasury Securities at “constant maturity” for a designated maturity which is equal or comparable to the duration of the relevant Reset Period, as published in the H.15(519) under the caption “treasury constant maturities (nominal)”, as that yield is displayed on such Reset Determination Date, on the Relevant Screen Page; or

- (b) if the yield referred to in paragraph (a) above is not published by the Relevant Time on the Relevant Screen Page on such Reset Determination Date, the yield for the United States Treasury Securities at “constant maturity” for a designated maturity which is equal or comparable to the duration of the relevant Reset Period as published in H.15(519) under the caption “treasury constant maturities (nominal)” on such Reset Determination Date; or

- (c) if the yield referred to in paragraph (b) above is not published by the Fallback Relevant Time on such Reset Determination Date, the Reset Reference Bank Rate on such Reset Determination Date,

in each case, all as determined by the Calculation Agent;

“Reset United States Treasury Security” means, in relation to a Reset Determination Date, the United States Treasury Security:

- (i) with a designated maturity which is equal or comparable to the duration of the relevant Reset Period and a remaining term to maturity of no less than one year less than a maturity (the **“Relevant Remaining Term to Maturity”**) which is equal or comparable to the duration of the relevant Reset Period; and
- (ii) which is in a principal amount equal to an amount that is representative for a single transaction in such United States Treasury Securities in the New York City market.

If two or more United States Treasury Securities have remaining terms to maturity of no less than the Relevant Remaining Term to Maturity, the United States Treasury Security with the longer remaining term to maturity will be used for the purposes of the relevant determination and if two or more United States Treasury Securities have remaining terms to maturity equally close to the duration of the Relevant Remaining Term to Maturity, the United States Treasury Security with the largest nominal amount outstanding will be used for the purposes of the relevant determination;

“Restricted Securities” has the meaning given to such term in Rule 144(a)(3) under the United States Securities Act 1933;

“Risk Exposure Amounts” means the aggregate amount of the risk exposure amounts (or any equivalent or successor term) of, as the case may be, the Issuer or the Group, in each case as calculated by the Issuer in accordance with CRD/CRR requirements and any applicable transitional arrangements under CRD/CRR;

“Second Reset Date” means the date specified in the relevant Final Terms or Pricing Supplement;

“SHIBOR” means the Shanghai interbank offered rate;

“SOFR” has the meaning given to such term in Condition 7.3(C) (*Screen Rate Determination – where the applicable Reference Rate is Weighted Average SOFR*);

“SONIA” means the Sterling Overnight Index Average;

“Special Event” means either a Tax Event or a Capital Event;

“Specified Currency” has the meaning given in the relevant Final Terms or Pricing Supplement;

“Specified Denomination(s)” has the meaning given in the relevant Final Terms or Pricing Supplement;

“Specified Office” has the meaning given in the Agency Agreement;

“Specified Period” has the meaning given in the relevant Final Terms or Pricing Supplement;

“STIBOR” means the Stockholm interbank offered rate;

“Subordinated Notes” means the Notes (i) specified as such in the relevant Final Terms or Pricing Supplement and (ii) having the status set out in Condition 5.3 (*Status – Subordinated Notes*);

“Subsequent Reset Date” means the date or dates specified in the relevant Final Terms or Pricing Supplement;

“Subsequent Reset Margin” means the margin specified as such in the relevant Final Terms or Pricing Supplement;

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

“Subsequent Reset Rate of Interest” means, in respect of any Subsequent Reset Period and, if applicable, subject to Condition 6.7 (*Fallbacks*) and Condition 6.8 (*Reset Reference Rate Conversion*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the relevant Subsequent Reset Margin;

“Subsidiary” means, in relation to any Person (the **“first Person”**) at any particular time, any other Person (the **“second Person”**):

- (i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or
- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

“Successor Reference Rate” means the rate that the Issuer determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body;

“Talon” means a talon for further Coupons;

“TARGET Settlement Day” means any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET2) System (**“TARGET”**), which was launched on 19 November 2007, or any successor thereto is open for the settlement of payments in euro;

“Tax Event” has the meaning given to such term in Condition 10.2(B) (*Early redemption for tax reasons*);

“Tier 2 Capital” means capital which is treated as a constituent of Tier 2 under CRD/CRR requirements by the Relevant Regulator for the purposes of the Issuer and this shall include all Tier 2 instruments (in Danish: *“supplerende kapitalinstrumenter”*) issued by the Issuer within the meaning of the Danish Financial Business Act;

“Treaty” means the Treaty on the Functioning of the European Union, as amended;

“United States Treasury Securities” means securities that are direct obligations of the United States Treasury, issued other than on a discount basis;

“VP” means VP Securities A/S, the Danish central securities depository;

“VP Systems Notes” means Notes issued in uncertificated and dematerialised book entry form cleared through VP, VPS or Euroclear Sweden, as the case may be;

“VPS” means the Norwegian Central Securities Depository (*Verdipapirsentralen*), the Norwegian central securities depository; and

“Zero Coupon Note” means a Note specified as such in the relevant Final Terms or Pricing Supplement.

2.2 *Interpretation:* In these Conditions:

- (i) References to “Notes” shall be deemed to include references to “Coupons”, if relevant, and references to “Noteholders” or “Holders” shall be deemed to include references to “Couponholders”, if relevant;
- (ii) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;
- (iii) in the case of Notes which have more than 27 interest payments remaining, references to Coupons shall be deemed to include references to Talons;
- (iv) in the case of Notes which have fewer than 27 interest payments remaining, references to Talons are not applicable;
- (v) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 14 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (vi) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 14 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vii) references to Notes being “outstanding” shall be construed in accordance with the Agency Agreement;
- (viii) if an expression is stated in Condition 2.1 (*Definitions*) to have the meaning given in the relevant Final Terms or Pricing Supplement, but the relevant Final Terms or Pricing Supplement gives no such meaning or specifies that such expression is “not applicable” then such expression is not applicable to the Notes;
- (ix) any reference to the Agency Agreement, the Deed of Covenant or the VP Systems Agency Agreement shall be construed as a reference to the Agency Agreement, the Deed of Covenant or the VP Systems Agency Agreement, as the case may be, as amended and/or supplemented up to and including the Issue Date of the first Tranche of such Notes;
- (x) if the relevant Final Terms or Pricing Supplement specifies any Redemption Amount on a per Calculation Amount basis, the relevant Redemption Amount in respect of a Note shall be deemed to be the product of the relevant Redemption Amount per Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination;
- (xi) VP Systems Notes are in dematerialised form, and any references in these Conditions to Coupons and Talons shall not apply to VP Systems Notes;
- (xii) any reference to a numbered “Condition” shall be to the relevant Condition in these Conditions; and
- (xiii) any reference to any legislation, any provision thereof or to any instrument, order or regulation made thereunder shall be construed as a reference to such legislation, provision, instrument, order or regulation as the same may have been, or may from time to time be, amended, replaced or re-enacted.

3. Form, Denomination and Title

- 3.1 *Form of Notes:* The Notes are Bearer Notes, Registered Notes or VP Systems Notes, as specified in the relevant Final Terms or Pricing Supplement. In the case of interest bearing Notes, the relevant Final Terms or Pricing Supplement will specify whether the Fixed Rate Note Provisions or the Reset Note Provisions are applicable, in which case the relevant part of Condition 6 (*Fixed Rate Note and Reset Note Provisions*) will apply, whether the Floating Rate Note Provisions are applicable, in which case Condition 7 (*Floating Rate Note Provisions*) will apply or whether a combination of the foregoing will apply, as the case may be.
- 3.2 *Notes in Bearer Form:* Bearer Notes are issued in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms or Pricing Supplement, Talons attached at the time of issue. In the case of a Series of Bearer Notes with more than one Specified Denomination, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination. Title to Bearer Notes and Coupons will pass by delivery. The Holder of any Bearer Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. Bearer Notes will not be exchangeable for Registered Notes or VP Systems Notes.
- 3.3 *Notes in Registered Form:* Registered Notes are issued in the Specified Denomination and may be held in holdings equal to the Specified Denomination and integral multiples in excess thereof. The Holder of a Registered Note shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing on the Registered Note relating thereto (other than the endorsed form of transfer) or any previous loss or theft of such Registered Note) and no Person shall be liable for so treating such Holder. Title to Registered Notes will pass by transfer and registration in the register which the Issuer shall procure to be kept by the Registrar. Registered Notes will not be exchangeable for Bearer Notes or VP Systems Notes.
- 3.4 *VP Systems Notes:* VP Systems Notes are issued in the Specified Denomination(s). Title to the VP Systems Notes will pass by registration in the registers between the direct or indirect accountholders at VP, VPS or Euroclear Sweden, as the case may be, in accordance with the rules and procedures of VP, VPS or Euroclear Sweden, as the case may be. Where a nominee is so evidenced, it shall be treated by the Issuer as the Holder of the relevant VP Systems Note. The Holder of a VP Systems Note will be the person evidenced as such by a book entry in the records of VP, VPS or Euroclear Sweden, as the case may be. VP Systems Notes will not be exchangeable for Bearer Notes or Registered Notes.
- 3.5 *Adjustments to Outstanding Principal Amounts and Denominations:* The Outstanding Principal Amounts may be reduced as required by then current legislation and/or regulations applicable to the Issuer. Any such adjustment to the Outstanding Principal Amounts will not have any effect on the Specified Denominations of such Notes.

4. Transfer of Registered Notes

- 4.1 *Transfer of Registered Notes:* A Registered Note may, upon the terms and subject to the conditions set forth in the Agency Agreement, be transferred in nominal amounts in whole or in part only (provided that such nominal part is, or is an integral multiple of, the Specified Denomination) upon the surrender of the Registered Note to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the Specified Office of the Registrar. A new Registered Note will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Registered Note in respect of the balance not transferred will be issued to the transferor.
- 4.2 *Issue of new Registered Notes:* Each new Registered Note to be issued upon the transfer of a Registered Note will, within four Relevant Banking Days of the day on which such Note was presented for transfer

be available for collection by each relevant Holder at the Specified Office of the Registrar or, at the option of the Holder requesting such transfer, be mailed (by uninsured post at the risk of the Holder(s) entitled thereto) to such address(es) as may be specified by such Holder. For these purposes, a form of transfer received by the Registrar after the Record Date in respect of any payment due in respect of Registered Notes shall be deemed not to be effectively received by the Registrar until the day following the due date for such payment.

- 4.3 *Charges for transfer:* The issue of new Registered Notes on transfer will be effected without charge by or on behalf of the Issuer or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Issuer or the Registrar may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.
- 4.4 *Private Placement Legend:* Upon the transfer or replacement of Registered Notes bearing the Private Placement Legend, the Registrar shall deliver only Registered Notes that also bear such Private Placement Legend unless either:
- (i) such transfer or replacement occurs one year or more after the later of:
 - (a) the original issue date of such Notes; or
 - (b) the last date on which the Issuer or any Affiliates of the Issuer as notified to the Registrar by the Issuer was the beneficial owner of such Note (or any predecessor of such Note); or
 - (ii) there is delivered to the Registrar an opinion reasonably satisfactory to the Issuer of counsel experienced in giving opinions with respect to questions arising under the securities laws of the United States to the effect that neither such legend nor the restrictions on transfer set forth therein are required in order to maintain compliance with the provisions of such laws. The Issuer covenants and agrees that it will not acquire any beneficial interest, and will cause its Affiliates not to acquire any beneficial interest, in any Registered Note bearing the Private Placement Legend unless it notifies the Registrar of such acquisition. The Registrar and all Holders shall be entitled to rely without further investigation on any such notification (or lack thereof).

For so long as any of the Registered Notes bearing the Private Placement Legend remain outstanding and are Restricted Securities, the Issuer covenants and agrees that it shall, during any period in which it is not subject to Section 13 or 15(d) under the United States Securities Exchange Act of 1934 nor exempt from reporting pursuant to Rule 12g3-2(b) under such Act, make available to any Holder of such Notes in connection with any sale thereof and any prospective purchaser of such Notes from such Holder, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the United States Securities Act 1933.

5. Status of the Notes

In respect of this Condition 5, reference is also made to statutory loss absorption as more fully described in the risk factor in this Base Prospectus entitled “The Council of the European Union has adopted a bank recovery and resolution directive which is intended to enable a range of actions to be taken in relation to credit institutions and investment firms considered to be at risk of failing. In certain limited circumstances, it is possible that the implementation of the directive or the taking of any action under it could affect the value of any Notes”.

- 5.1 *Status – Preferred Senior Notes:* The Preferred Senior Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will at all times rank:
- (i) *pari passu* without any preference among themselves;

- (ii) at least *pari passu* with all other ordinary, unsubordinated and unsecured obligations of the Issuer, present and future, save for certain mandatory exceptions provided by law (including obligations benefitting from a preferred ranking to the Preferred Senior Notes); and
- (iii) senior to any Non-Preferred Senior Liabilities as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

5.2 *Status – Non-Preferred Senior Notes:* The Non-Preferred Senior Notes are intended to constitute MREL/TLAC Eligible Liabilities.

The Non-Preferred Senior Notes constitute direct, unconditional and unsecured Non-Preferred Senior Liabilities and will at all times rank:

- (i) *pari passu* without any *preference* among themselves;
- (ii) *pari passu* with all other Non-Preferred Senior Liabilities, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;
- (iii) senior to holders of the Ordinary Shares and any subordinated obligations or instruments that rank or are expressed to rank junior to the Non-Preferred Senior Liabilities, in each case as regards the right to receive periodic payments (to the extent any such periodic payment has not been cancelled) on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and
- (iv) junior to present or future claims of (a) depositors of the Issuer and (b) other unsubordinated creditors of the Issuer that are not creditors in respect of Non-Preferred Senior Liabilities, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer.

5.3 *Status – Subordinated Notes:* The Subordinated Notes (in Danish: “*kapitalbeviser*”) on issue constitute Tier 2 Capital.

The Subordinated Notes constitute direct, unsecured and subordinated debt obligations of the Issuer, and will at all times rank:

- (i) *pari passu* without any preference among themselves;
- (ii) *pari passu* with (a) any obligations or capital instruments of the Issuer which constitute Tier 2 Capital and (b) any other obligations or capital instruments that rank or are expressed to rank equally with the Subordinated Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;
- (iii) senior to holders of the Ordinary Shares and any other obligations or capital instruments that rank or are expressed to rank junior to the Subordinated Notes, in each case as regards the right to receive periodic payments (to the extent any such periodic payment has not been cancelled) on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and
- (iv) junior to present or future claims of (a) depositors of the Issuer and other unsubordinated creditors of the Issuer (including any Non-Preferred Senior Liabilities) and (b) other subordinated creditors of the Issuer (other than present or future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Subordinated Notes).

5.4 *Waiver of Set-off*

Subject to applicable law, no Holder, who shall in the event of the liquidation or bankruptcy of the Issuer be 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 the Notes held by such Holder.

6. Fixed Rate Note and Reset Note Provisions

Fixed Rate Note Provisions

6.1 *Application:* Conditions 6.1-6.4 (inclusive) are only applicable to the Notes if the Fixed Rate Note Provisions are specified in the relevant Final Terms or Pricing Supplement as being applicable to one or more Interest Period(s).

6.2 *Accrual of interest:* The Notes bear interest on their Outstanding Principal Amounts from, and including, the Interest Commencement Date at the Rate of Interest payable in arrear on each relevant Interest Payment Date, subject as provided in Condition 11 (*Payments – Bearer Notes*), Condition 12 (*Payments – Registered Notes*) or Condition 13 (*Payments – VP Systems Notes*), as applicable.

Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6.2 (as well after as before judgment) until whichever is the earlier of:

- (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder; and
- (ii) the day which is seven days after the Fiscal Agent, the Registrar or the VP Systems Agent, as applicable, has notified the Holders in accordance with Condition 21 (*Notices*) that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent non-payment).

6.3 *Fixed Coupon Amount and Broken Amount:* Except as provided in the relevant Final Terms or Pricing Supplement, the amount of interest payable in respect of the Calculation Amount for any Interest Period shall be the relevant Fixed Coupon Amount or the relevant Broken Amount, as the case may be.

Where the Specified Denomination of a Note is the Calculation Amount and, except where the Calculation Amount has been adjusted as described in the definition thereof, the amount of interest payable in respect of such Note shall be the relevant Fixed Coupon Amount or the relevant Broken Amount, as the case may be. Where the Specified Denomination of a Note is a multiple of the Calculation Amount and, except where the Calculation Amount has been adjusted as described in the definition thereof, the amount of interest payable in respect of such Note shall be the product of the relevant Fixed Coupon Amount or the relevant Broken Amount, as the case may be, for each Calculation Amount and the amount by which the Calculation Amount is required to be multiplied to reach the Specified Denomination.

If the Calculation Amount has been adjusted as described in the definition thereof, Condition 6.4 (*Calculation of interest amount*) will apply.

6.4 *Calculation of interest amount:* Except where a Fixed Coupon Amount or a Broken Amount is specified in the relevant Final Terms or Pricing Supplement and/or the Calculation Amount has been adjusted as described in the definition thereof, the amount of interest payable in respect of the Notes for any period shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For this purpose a “**sub-unit**” means, in the case of

any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

In the case of Notes where the Calculation Amount has not been adjusted as described in the definition thereof, where the Specified Denomination of a Note is the Calculation Amount, the amount of interest payable in respect of such Note shall be the amount (determined in the manner provided above) for the Calculation Amount. In the case of such Notes, where the Specified Denomination of a Note is a multiple of the Calculation Amount, the amount of interest payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for each Calculation Amount and the amount by which the Calculation Amount is required to be multiplied to reach the Specified Denomination, without any further rounding.

In the case of Notes where the Calculation Amount has been adjusted as described in the definition thereof, where the Specified Denomination of a Note is the Original Calculation Amount, the amount of interest payable in respect of such Note shall be the amount (determined in the manner provided above) for the Calculation Amount. In the case of such Notes, where the Specified Denomination of a Note is a multiple of the Original Calculation Amount, the amount of interest payable in respect of such Note shall be the product of:

- (i) the amount of interest per Calculation Amount; and
- (ii) the number by which the Original Calculation Amount is required to be multiplied to equal the Specified Denomination of such Note,

without any further rounding.

If, as required by then current legislation and/or regulations applicable to the Issuer, the Outstanding Principal Amounts are reduced during an Interest Period, the Calculation Amount will be adjusted by the Calculation Agent to reflect such Outstanding Principal Amounts from time to time so that the relevant amount of interest is determined by reference to such Calculation Amount as adjusted from time to time, all as determined by the Calculation Agent.

Reset Note Provisions

6.5 *Application:* If applicable, to the extent so specified, Conditions 6.5-6.10 (inclusive) are applicable to the Notes if the Reset Note Provisions are specified in the relevant Final Terms or Pricing Supplement as being applicable to one or more Interest Period(s).

6.6 *Accrual of Interest:* The Notes bear interest on their Outstanding Principal Amounts:

- (i) from (and including) the Interest Commencement Date to (but excluding) the First Reset Date at the Initial Rate of Interest;
- (ii) for the First Reset Period at the First Reset Rate of Interest; and
- (iii) for each Subsequent Reset Period thereafter (if any) to (but excluding) the Maturity Date at the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on each relevant Interest Payment Date (subject as provided in Condition 11 (*Payments – Bearer Notes*), Condition 12 (*Payments – Registered Notes*) or Condition 13 (*Payments – VP Systems Notes*), as applicable).

Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will

continue to bear interest in accordance with this Condition 6.6 (as well after as before judgment) until whichever is the earlier of:

- (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder; and
- (ii) the day on which is seven days after the Fiscal Agent, the Registrar or the VP Systems Agent, as applicable, has notified the Holders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent non-payment).

The Rate of Interest and the Interest Amount payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Conditions 6.3 (*Fixed Coupon Amount and Broken Amount*) and 6.4 (*Calculation of interest amount*).

6.7 *Fallbacks*

This Condition 6.7 is only applicable if the Reset Reference Rate is specified in the relevant Final Terms or Pricing Supplement as Mid-Swap Rate. If on any Reset Determination Date, the Relevant Screen Page is not available or the Reset Reference Rate does not appear on the Relevant Screen Page as of the Relevant Time on such Reset Determination Date, the Rate of Interest applicable to the Notes in respect of each Interest Period falling in the relevant Reset Period will, subject as provided in Condition 8 (*Reference Rate Replacement*), as applicable, be determined by the Calculation Agent on the following basis:

- (i) the Calculation Agent shall request each of the Reset Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately the Relevant Time on the Reset Determination Date in question;
- (ii) if at least three of the Reset Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest (or, in the event of equality, one of the lowest) and (B) the Relevant Reset Margin, all as determined by the Calculation Agent;
- (iii) if only two relevant quotations are provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the arithmetic mean (rounded as aforesaid) of the relevant quotations provided and (B) the Relevant Reset Margin, all as determined by the Calculation Agent;
- (iv) if only one relevant quotation is provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the relevant quotation provided and (B) the Relevant Reset Margin, all as determined by the Calculation Agent; and
- (v) if none of the Reset Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 6.7, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) will be equal to the sum of (A) the Reset Reference Rate determined on the last preceding Reset Determination Date and (B) the Relevant Reset Margin or, in the case of the first Reset Determination Date, the First Reset Rate of Interest will be equal to the sum of:

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

all as determined by the Calculation Agent.

- 6.8 *Reset Reference Rate Conversion:* This Condition 6.8 is only applicable if Reset Reference Rate Conversion is specified in the relevant Final Terms or Pricing Supplement as being applicable. The First Reset Rate of Interest and, if applicable, each Subsequent Reset Rate of Interest will be converted from the Original Reset Reference Rate Payment Basis specified in the relevant Final Terms or Pricing Supplement to a basis which matches the per annum frequency of Interest Payment Dates in respect of the relevant Notes (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it).
- 6.9 *Publication:* The Calculation Agent will cause the First Reset Rate of Interest, any Subsequent Reset Rate of Interest and, in respect of a Reset Period, the Interest Amount payable on each Interest Payment Date falling in such Reset Period to be notified to the Paying Agents (and if applicable, the Registrar), each listing authority, stock exchange and/or quotation system (if any) on which the Notes have then been admitted to listing, trading and/or quotation and, in the case of VP Systems Notes, VP, VPS or Euroclear Sweden, as the case may be, and the VP Systems Agent as soon as practicable after such determination. Notice thereof shall also promptly be given to the Holders.
- 6.10 *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Conditions 6.5-6.9 (inclusive) by the Calculation Agent or for determining the Reset Reference Rate, as applicable, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents, the Registrar (if applicable), the VP Systems Agent (if applicable), the Calculation Agent (if applicable), the Holders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

7. Floating Rate Note Provisions

- 7.1 *Application:* This Condition 7 is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms or Pricing Supplement as being applicable to one or more Interest Period(s).
- 7.2 *Accrual of interest:* The Notes bear interest on their Outstanding Principal Amounts from, and including, the Interest Commencement Date at the Rate of Interest payable in arrear on each relevant Interest Payment Date, subject as provided in Condition 11 (*Payments – Bearer Notes*), Condition 12 (*Payments – Registered Notes*) or Condition 13 (*Payments – VP Systems Notes*), as applicable. Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 7 (as well after as before judgment) until whichever is the earlier of:

- (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder; and
- (ii) the day which is seven days after the Fiscal Agent, the Registrar or the VP Systems Agent, as applicable, has notified the Holders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent non-payment).

7.3 *Screen Rate Determination:*

- (A) *Screen Rate Determination – where the applicable Reference Rate is other than Compounded Daily SONIA or Weighted Average SOFR*

If Screen Rate Determination is specified in the relevant Final Terms or Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined and the applicable Reference Rate is a rate other than Compounded Daily SONIA or Weighted Average SOFR, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (iii) if, in the case of Condition 7.3(A)(i) above, such rate does not appear on that page or, in the case of Condition 7.3(A)(ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
 - (a) request the principal Relevant Financial Centre office of each the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
 - (b) determine the arithmetic mean of such quotations; and
- (iv) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the principal financial centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the principal financial centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading banks in the Relevant Financial Centre interbank market for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time, and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or, as the case may be, the arithmetic mean so determined; provided, however, that if the Calculation Agent is unable to determine a rate or, as the case may be, an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or, as the case may be, the arithmetic mean last determined in relation to the Notes in respect of the last preceding Interest Period.

(B) *Screen Rate Determination – where the applicable Reference Rate is Compounded Daily SONIA*

If Screen Rate Determination is specified in the relevant Final Terms or Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined and the applicable Reference Rate is Compounded Daily SONIA, the Rate of Interest applicable to the Notes for each Interest Accrual Period will be determined by the Calculation Agent on the following basis:

- (i) with respect to an Interest Accrual Period, the Calculation Agent will calculate the rate of return (“**Compounded Daily SONIA**”) of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) as calculated on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest 0.001 per cent. (with 0.0005 per cent. being rounded upwards)):

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SONIA_{i-pLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Interest Accrual Period;

“**d_o**” is the number of London Banking Days in the relevant Interest Accrual Period;

“**i**” is a series of whole numbers from one to **d_o**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Accrual Period to (and including) the last London Banking Day in the relevant Interest Accrual Period;

“**London Banking Day**” or “**LBD**” means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“**n_i**”, for any London Banking Day “**i**”, means the number of calendar days from (and including) such London Banking Day “**i**” up to (but excluding) the following London Banking Day;

“**Observation Period**” means the period from (and including) the date falling “**p**” London Banking Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling “**p**” London Banking Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other Interest Accrual Period) the date on which the relevant payment of interest falls due;

“**p**” is the number of London Banking Days by which an Observation Period precedes the corresponding Interest Accrual Period, being the number of London Banking Days specified as the “SONIA Lag Period (**p**)” in the relevant Final Terms or Pricing Supplement (or, if no such number is so specified, five London Banking Days);

the “**SONIA reference rate**”, in respect of any London Banking Day (“**LBD_x**”), is a reference rate equal to the daily SONIA rate for such **LBD_x** as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by

such authorised distributors) on the London Banking Day immediately following LBD_x; and

“**SONIA_{i-pLBD}**” means the SONIA reference rate for the London Banking Day (being a London Banking Day falling in the relevant Observation Period) falling “*p*” London Banking Days prior to the relevant London Banking Day “*i*”; and

- (ii) if, in respect of any London Banking Day in the relevant Observation Period, the applicable SONIA reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then (unless the Calculation Agent has been notified of any Successor Reference Rate or Alternative Reference Rate (and any related Adjustment Spread and/or Reference Replacement Amendments (as defined below)) pursuant to Condition 8 (*Reference Rate Replacement*), if applicable) the SONIA reference rate in respect of such London Banking Day shall be: (A) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at 5.00 p.m. (London time) (or, if earlier, close of business) on such London Banking Day; plus (B) the arithmetic mean of the spread of the SONIA reference rate to the Bank Rate over the previous five London Banking Days on which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads), and the Rate of Interest for such Interest Accrual Period shall be the sum of the Margin and the rate so determined; provided, however, that if the Calculation Agent is unable to determine a rate in accordance with the above provisions in relation to any Interest Accrual Period, the Rate of Interest applicable to the Notes during such Interest Accrual Period will be the sum of the Margin and the rate last determined in relation to the Notes in respect of the last preceding Interest Period.

(C) *Screen Rate Determination – where the applicable Reference Rate is Weighted Average SOFR*

If Screen Rate Determination is specified in the relevant Final Terms or Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined and the applicable Reference Rate is Weighted Average SOFR, the Rate of Interest applicable to the Notes for each Interest Accrual Period will be the sum of the Margin and Weighted Average SOFR determined by the Calculation Agent in relation to such Interest Accrual Period.

where:

“**Weighted Average SOFR**” means the arithmetic mean of the SOFR in effect for each SOFR Reset Date during the relevant Interest Accrual Period, calculated by multiplying the relevant SOFR by the number of calendar days such SOFR is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Accrual Period, provided however, that the last four SOFR Reset Days of such Interest Accrual Period shall be a “**Suspension Period**”. During a Suspension Period, the SOFR for each day during such Suspension Period will be the value for the SOFR Reset Date immediately prior to the first day of such Suspension Period;

“**SOFR**” means, with respect to any SOFR Reset Date:

- (a) the Secured Overnight Financing Rate published at 5.00 p.m. (New York City time) on the New York Federal Reserve’s Website on such SOFR Reset Date for trades made on the related SOFR Determination Date;
- (b) if the rate specified in (a) above does not so appear, and a SOFR Index Cessation Event and SOFR Index Cessation Date have not both occurred, the Secured Overnight Financing Rate published on the New York Federal Reserve’s Website for the first

preceding United States Government Securities Business Day for which the Secured Overnight Financing Rate was published on the New York Federal Reserve's Website;

- (c) if the rate specified in (a) above does not so appear, and a SOFR Index Cessation Event and a SOFR Index Cessation Date have both occurred, the rate that was recommended as the replacement for the Secured Overnight Financing Rate by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the Secured Overnight Financing Rate (which rate may be produced by a Federal Reserve Bank of New York or other designated administrator, and which rate may include any adjustments or spreads) or, if no such rate has been recommended within one United States Government Securities Business Day of the relevant SOFR Index Cessation Event, the Overnight Bank Funding Rate (published on the New York Federal Reserve's Website at or around 5.00 p.m. (New York City time) on the relevant New York City Banking Day) for any SOFR Reset Date falling on or after the SOFR Index Cessation Date (it being understood that the Overnight Bank Funding Rate for any such SOFR Reset Date will be for trades made on the related SOFR Determination Date); or
- (d) if the Calculation Agent is required to use the Overnight Bank Funding Rate in paragraph (c) above and an OBFR Index Cessation Event and an OBFR Index Cessation Date have both occurred, then for any SOFR Reset Date falling on or after the later of the SOFR Index Cessation Date and the OBFR Index Cessation Date, the short-term interest rate target set by the Federal Open Market Committee, as published on the Federal Reserve's Website and as prevailing on such SOFR Reset Date, or if the Federal Open Market Committee has not set a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee, as published on the Federal Reserve's Website and as prevailing on such SOFR Reset Date (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range);

"Federal Reserve's Website" means the website of the Board of Governors of the Federal Reserve System, currently at <http://www.federalreserve.gov>, or any successor website of the Board of Governors of the Federal Reserve System;

"New York Federal Reserve's Website" means the website of the Board Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org/>, or any successor website of the Federal Reserve Bank of New York;

"New York City Banking Day" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City;

"OBFR Index Cessation Event" means the occurrence of one of more of the following events:

- (a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) announcing that it has ceased or will cease to publish or provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide an Overnight Bank Funding Rate; or
- (b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) has ceased or will cease to provide the Overnight Bank Funding Rate permanently or

indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Overnight Bank Funding Rate;

“OBFR Index Cessation Date” means, in respect of an OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Overnight Bank Funding Rate), ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used;

“SIFMA” means the Securities Industry and Financial Markets Association or any successor thereto;

“SOFR Determination Date” means, with respect to any SOFR Reset Date and with respect to (i) the Secured Overnight Financing Rate and (ii) the Overnight Bank Funding Rate: (A) in the case (i) the first United States Government Securities Business Day immediately preceding such SOFR Reset Date; and (B) in the case of (ii), the first New York City Banking Day immediately preceding such SOFR Reset Date;

“SOFR Index Cessation Date” means, in respect of a SOFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used;

“SOFR Index Cessation Event” means the occurrence of one or more of the following events:

- (a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) announcing that it has ceased or will cease to publish or provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide a Secured Overnight Financing Rate; or
- (b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) has ceased or will cease to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Secured Overnight Financing Rate;

“SOFR Reset Date” means each United States Government Securities Business Day during the relevant Interest Accrual Period, provided however that if both a SOFR Index Cessation Event and a SOFR Index Cessation Date have occurred, it shall mean: (i) in respect of the period from, and including, the first day of the Interest Accrual Period in which the SOFR Index Cessation Date falls (such Interest Accrual Period, the **“Affected Interest Period”**) to, but excluding the SOFR Index Cessation Date (such period, the **“Partial SOFR Period”**), each United States Government Securities Business Day during the Partial SOFR Period; (ii) in respect of the period from, and including, the SOFR Index Cessation Date to, but excluding, the Interest Payment Date in respect of the Affected Interest Period (such period, the **“Partial Fallback Period”**), each New York City Banking Day during the Partial Fallback Period; and (iii) in respect of each Interest Accrual Period subsequent to the Affected Interest Period, each New York City Banking Day during the relevant Interest Accrual Period; and

“United States Government Securities Business Day” means any day except for a Saturday, Sunday or a day on which SIFMA recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

- 7.4 *ISDA Determination:* If ISDA Determination is specified in the relevant Final Terms or Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where “ISDA Rate” in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms or Pricing Supplement;
 - (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms or Pricing Supplement; and
 - (iii) the relevant Reset Date (as defined in the ISDA Definitions) is the day specified in the relevant Final Terms or Pricing Supplement.
- 7.5 *Linear Interpolation:* Where Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms or Pricing Supplement, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the relevant Final Terms or Pricing Supplement), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such next shorter or (as the case may be) next longer rate as last determined.
- 7.6 *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms or Pricing Supplement, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.
- 7.7 *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of the Calculation Amount for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit (as defined in Condition 6.4 (*Calculation of interest amount*)) of the Specified Currency (half a sub-unit being rounded upwards).

In the case of Notes where the Calculation Amount has not been adjusted as described in the definition thereof, where the Specified Denomination of a Note is the Calculation Amount, the amount of interest payable in respect of such Note shall be the Interest Amount.

In the case of such Notes, where the Specified Denomination of a Note is a multiple of the Calculation Amount, the amount of interest payable in respect of such Note shall be the product of the Interest Amount (determined in the manner provide above) for each Calculation Amount and the amount by which the Calculation Amount is required to be multiplied to reach the Specified Denomination, without any further rounding.

In the case of Notes where the Calculation Amount has been adjusted as described in the definition thereof, where the Specified Denomination of a Note is the Original Calculation Amount, the amount of interest payable in respect of such Note shall be the Interest Amount (determined in the manner provided above). In the case of such Notes, where the Specified Denomination of a Note is a multiple of the

Original Calculation Amount, the amount of interest payable in respect of such Note shall be the product of:

- (i) the Interest Amount; and
- (ii) the number by which the Original Calculation Amount is required to be multiplied to equal the Specified Denomination of such Note,

without any further rounding.

7.8 *Calculation of other amounts:* If the relevant Final Terms or Pricing Supplement specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms or Pricing Supplement.

7.9 *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents (and if applicable, the Registrar), each listing authority, stock exchange and/or quotation system (if any) on which the Notes have then been admitted to listing, trading and/or quotation and, in the case of VP Systems Notes, VP, VPS or Euroclear Sweden, as the case may be, and the VP Systems Agent as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Holders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period or in the event of any reduction of the Outstanding Principal Amount of a Note and an adjustment to the Calculation Amount of such Note in accordance with these Conditions.

7.10 *Notifications etc.:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7 by the Calculation Agent will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents, the Registrar (if applicable), the VP Systems Agent (if applicable), the Calculation Agent (if applicable), the Holders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent or, if applicable, the Issuer in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

8. Reference Rate Replacement

8.1 *Application:* This Condition 8 is applicable to the Notes only if (i) the Reset Note Provisions are specified in the relevant Final Terms or Pricing Supplement as being applicable and Mid-Swap Rate is specified in the relevant Final Terms or Pricing Supplement as the Reset Reference Rate, or (ii) the Floating Rate Note Provisions are specified in the relevant Final Terms or Pricing Supplement as applicable and Screen Rate Determination is specified in the relevant Final Terms or Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, in each case, to one or more Interest Periods and if Reference Rate Replacement is also specified in the relevant Final Terms or Pricing Supplement as applicable.

If notwithstanding the provisions of Condition 6.7 (*Fallbacks*) or Condition 7.3 (*Screen Rate Determination*), as applicable, the Issuer determines that a Benchmark Event has occurred when any Rate of Interest (or any component part thereof) remains to be determined by reference to the Original Reference Rate, then the following provisions shall apply to the relevant Series of Notes:

- (a) the Issuer shall use reasonable endeavours, as soon as reasonably practicable, to appoint and consult with an Independent Adviser with a view to the Issuer determining (without any

requirement for the consent or approval of the Holders) (A) a Successor Reference Rate or, failing which, an Alternative Reference Rate, for the purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes and (B) in either case, an Adjustment Spread;

- (b) if the Issuer is unable to appoint an Independent Adviser prior to the relevant IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may still determine (A) a Successor Reference Rate or, failing which, an Alternative Reference Rate and (B) in either case, an Adjustment Spread in accordance with this Condition 8. Without prejudice to the definitions thereof, for the purposes of determining any Successor Reference Rate, Alternative Reference Rate and/or any Adjustment Spread, the Issuer will take into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets;
- (c) if a Successor Reference Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with paragraphs (a) and (b) above, such Successor Reference Rate or, failing which, Alternative Reference Rate (as applicable) shall be the Reference Rate or the Reset Reference Rate (as applicable) for all future Interest Periods (subject to the subsequent operation of, and adjustment as provided in, this Condition 8);
- (d) if the Issuer, following consultation with the Independent Adviser (if applicable) and acting in good faith and in a commercially reasonable manner, determines that an Adjustment Spread is required to be applied to the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the relevant Successor Reference Rate or Alternative Reference Rate (as applicable). If the Issuer is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;
- (e) if the Issuer, following consultation with the Independent Adviser (if applicable) and acting in good faith and in a commercially reasonable manner, determines a Successor Reference Rate or, failing which, an Alternative Reference Rate (as applicable) and/or an Adjustment Spread in accordance with the above provisions, the Issuer may (without any requirement for the consent or approval of the Holders) also specify changes to these Conditions, the Agency Agreement and/or the Deed of Covenant in order to ensure the proper operation of such Successor Reference Rate or Alternative Reference Rate or any Adjustment Spread (as applicable), including, but not limited to (1) the Applicable Business Centre(s), Business Day, Business Day Convention, Day Count Fraction, Interest Determination Date, Reset Reference Rate, Reference Banks, Reset Reference Banks, Relevant Financial Centre, Relevant Screen Page, Relevant Time and/or Reset Determination Date (as applicable) applicable to the Notes and (2) the method for determining the fallback to the Rate of Interest in relation to the Notes if such Successor Reference Rate or Alternative Reference Rate (as applicable) is not available (such amendments, the “**Reference Replacement Amendments**”). For the avoidance of doubt, the Fiscal Agent and any other agents party to the Agency Agreement shall, at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to the application of this Condition 8. No consent shall be required from the Holders in connection with determining or giving effect to the relevant Successor Reference Rate or Alternative Reference Rate or any Adjustment Spread (as applicable) or such other changes, including for the execution of any documents or other steps to be taken by the Fiscal Agent (if required or useful); and
- (f) the Issuer shall promptly, following the determination of any Successor Reference Rate, Alternative Reference Rate and/or Adjustment Spread (as applicable), give notice thereof to the

Fiscal Agent and, in accordance with Condition 21 (*Notices*), the Holders. Such notice shall specify the effective date(s) for such Successor Reference Rate or Alternative Reference Rate (as applicable), the Adjustment Spread (if any) and any consequential changes made to the Agency Agreement, the Deed of Covenant and these Conditions (if any).

An Independent Adviser appointed pursuant to this Condition 8 shall act in good faith and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Fiscal Agent or the Holders for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 8.

Without prejudice to the obligations of the Issuer under this Condition 8, the Rate of Interest for the next Interest Period shall be determined by reference to the fallback provisions of Condition 6.7 (*Fallbacks*) or Condition 7.3 (*Screen Rate Determination*) (i) if the Issuer, following consultation with the Independent Adviser (if applicable), is unable to or does not determine a Successor Reference Rate or an Alternative Reference Rate in accordance with this Condition 8, and (ii) where the Issuer determines a Successor Reference Rate or Alternative Reference Rate, unless and until the Fiscal Agent has been notified of such Successor Reference Rate or Alternative Reference Rate (as applicable), the Adjustment Spread (if any) and any consequential changes made to the Agency Agreement, the Deed of Covenant and these Conditions (if any).

Notwithstanding any other provision of this Condition 8:

- (i) no Successor Reference Rate or Alternative Reference Rate (as applicable) will be adopted, and no other amendments to the terms of the Notes will be made pursuant to this Condition 8, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the Notes as:
 - (A) in the case of Preferred Senior Notes (if applicable) and Non-Preferred Senior Notes, MREL/TLAC Eligible Liabilities; or
 - (B) in the case of Subordinated Notes, Tier 2 Capital of the Issuer and/or the Group; and/or
- (ii) in the case of Preferred Senior Notes (if applicable) and Non-Preferred Senior Notes only, no Successor Reference Rate or Alternative Reference Rate (as applicable) will be adopted, and no other amendments to the terms of the Notes will be made pursuant to this Condition 8, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to result in the Relevant Regulator treating the next Interest Payment Date as the effective maturity of the Notes, rather than the relevant Maturity Date.

- 8.2 *Notifications etc.:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 8 by the Calculation Agent or, in the circumstances described above, the Issuer, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents, the Registrar (if applicable), the VP Systems Agent (if applicable), the Calculation Agent (if applicable), the Holders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent or, if applicable, the Issuer in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

9. Zero Coupon Note Provisions

- 9.1 *Application:* This Condition 9 is only applicable to Preferred Senior Notes and Non-Preferred Senior Notes and shall only apply if the Zero Coupon Note Provisions are specified in the relevant Final Terms or Pricing Supplement as being applicable.

9.2 *Late payment on Zero Coupon Notes:* If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of:
 - (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder; and
 - (b) the day which is seven days after the Fiscal Agent, the Registrar or the VP Systems Agent, as applicable, has notified the Holders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent non-payment).

10. Redemption and Purchase

10.1 *Scheduled redemption:* Unless previously redeemed, or purchased and cancelled or unless the relevant Final Terms or Pricing Supplement provides that the Notes are perpetual securities and have no fixed date for redemption, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 11 (*Payments – Bearer Notes*), Condition 12 (*Payments – Registered Notes*) or Condition 13 (*Payments – VP Systems Notes*), as applicable.

10.2 *Early redemption for tax reasons:*

- (A) This Condition 10.2(A) is only applicable to Preferred Senior Notes and Non-Preferred Senior Notes.

If, in relation to any Series of Preferred Senior Notes or Non-Preferred Senior Notes:

- (i) as a result of any official change in the laws, regulations or rulings of Denmark or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws, regulations or rulings which becomes effective on or after the date of issue of the first Tranche of such Notes or any other date specified in the relevant Final Terms or Pricing Supplement, the Issuer would be required to pay additional amounts as provided in Condition 14 (*Taxation*); and
- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

the Issuer may, at its option (but subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*)) at any time and having given no less than thirty nor more than sixty days' notice (ending, in the case of such Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders of such Notes in accordance with Condition 21 (*Notices*) (which notice shall be irrevocable, subject to the Permission Withdrawal Early Redemption Restriction), redeem all (but not some only) of the outstanding Notes comprising the relevant Series at their Early Redemption Amount (Tax), together with accrued interest (if any) thereon, provided, however, that no such notice of redemption may be given earlier than ninety days (or, in the case of such Notes which bear interest at a floating rate, a number of days which is equal to the aggregate of the number of days falling within the then current interest period

applicable to such Notes plus sixty days) prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the relevant Notes then due.

(B) This Condition 10.2(B) is only applicable to Subordinated Notes.

If, in relation to any Series of Subordinated Notes, as a result of any official change in the laws, regulations or rulings of Denmark or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws, regulations or rulings which become effective on or after the date of issue of the last Tranche of such Notes, the Issuer receives an opinion of external counsel in Denmark that:

- (i) it would be required to pay additional amounts as provided in Condition 14 (*Taxation*); or
- (ii) it will no longer be able to obtain a full tax deduction for the purposes of Danish tax for any payment of interest under such Notes,

in each case provided that the Issuer satisfies the Relevant Regulator that such change in tax treatment of the relevant Notes is material and was not reasonably foreseeable at the time of their issuance,

any such event, a “**Tax Event**”,

the Issuer may, at its option (but subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*)) at any time and having given no less than thirty nor more than sixty days’ notice (ending in the case of such Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders of such Notes in accordance with Condition 21 (*Notices*) (which notice shall be irrevocable, subject to the Permission Withdrawal Early Redemption Restriction), redeem all (but not some only) of the outstanding Notes comprising the relevant Series, as the case may be, at their Outstanding Principal Amounts, together with accrued interest (if any) thereon, provided, however, that no such notice of redemption may be given earlier than ninety days (or, in the case of such Notes which bear interest at a floating rate, a number of days which is equal to the aggregate of the number of days falling within the then current interest period applicable to such Notes plus sixty days) prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the relevant Notes then due.

10.3 *Early redemption upon the occurrence of a Capital Event:* This Condition 10.3 is only applicable to Subordinated Notes.

In relation to a Series of Subordinated Notes, upon the occurrence of a Capital Event, the Issuer may, at its option (but subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*)) at any time and having given no less than thirty nor more than sixty days’ notice (ending in the case of such Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders of such Notes in accordance with Condition 21 (*Notices*) (which notice shall be irrevocable, subject to the Permission Withdrawal Early Redemption Restriction), redeem all (but not some only) of the outstanding Notes comprising the relevant Series at their Outstanding Principal Amounts, together with accrued interest (if any) thereon.

10.4 *Early redemption upon the occurrence of a MREL/TLAC Disqualification Event:* This Condition 10.4 is only applicable to Non-Preferred Senior Notes.

In relation to a Series of Non-Preferred Senior Notes, if the MREL/TLAC Disqualification Event Redemption Option is specified in the relevant Final Terms or Pricing Supplement as being applicable, upon the occurrence of a MREL/TLAC Disqualification Event, the Issuer may, at its option (but subject

to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*) at any time and having given no less than thirty nor more than sixty days' notice (ending in the case of such Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders of such Notes in accordance with Condition 21 (*Notices*) (which notice shall be irrevocable, subject to the Permission Withdrawal Early Redemption Restriction), redeem all (but not some only) of such outstanding Notes comprising the relevant Series at their Outstanding Principal Amounts, together with accrued interest (if any) thereon.

- 10.5 *Redemption at the option of the Issuer:* If the Call Option is specified in the relevant Final Terms or Pricing Supplement as being applicable, the Notes may be redeemed at the option of the Issuer (but subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*)) in whole or, if so specified in the relevant Final Terms or Pricing Supplement, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call), together with accrued interest (if any) thereon upon the Issuer's giving not less than the minimum period nor more than the maximum period of notice specified in the relevant Final Terms or Pricing Supplement to the Holders in accordance with Condition 21 (*Notices*) (which notice shall be irrevocable, subject to the Permission Withdrawal Early Redemption Restriction), and shall oblige the Issuer to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call)).

If the Notes are Bearer Notes or Registered Notes, the notice to Holders referred to in this Condition 10.5 shall specify the serial numbers of the Notes so to be redeemed.

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

- 10.6 *Partial redemption:* If the Notes are to be redeemed in part only on any date in accordance with Condition 10.5 (*Redemption at the option of the Issuer*):
- (i) in the case of Bearer Notes, the Notes to be redeemed shall be drawn by lot in such European city as the Fiscal Agent may specify, or identified in such other manner or in such other place as the Fiscal Agent may approve and deem appropriate and fair;
 - (ii) in the case of Registered Notes, the Notes shall be redeemed (so far as may be practicable) *pro-rata* to their principal amounts, provided always that the amount redeemed in respect of each Note shall be equal to the Specified Denomination thereof or an integral multiple thereof, subject always to compliance with all applicable laws and the requirements of any listing authority, stock exchange or quotation system on which the relevant Notes may be listed, traded or quoted; or
 - (iii) in the case of VP Systems Notes, the VP Systems Notes to be redeemed shall be selected in accordance with the standard procedures of VP, VPS or Euroclear Sweden, as the case may be, from time to time.

In the case of the redemption of part only of a Registered Note, a new Registered Note in respect of the unredeemed balance shall be issued in accordance with Condition 4 (*Transfer of Registered Notes*) which shall apply as in the case of a transfer of Registered Notes as if such new Registered Note were in respect of the untransferred balance.

- 10.7 *Early redemption of Zero Coupon Notes:* Unless otherwise specified in the relevant Final Terms or Pricing Supplement, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:
- (i) the Reference Price; and

- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or, as the case may be, the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the relevant Final Terms or Pricing Supplement for the purposes of this Condition 10.7 or, if none is so specified, a Day Count Fraction of 30E/360.

- 10.8 *Purchase*: The Issuer or any of its Subsidiaries may (but subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*)) purchase Notes whether in the open market, in the context of market making, or otherwise, at any price, provided that, in the case of Bearer Notes, all unmatured Coupons are purchased therewith. Such Notes may be held, reissued, resold or, in the case of Bearer Notes or Registered Notes, surrendered to any Paying Agent or the Registrar for cancellation.
- 10.9 *Cancellation*: All Notes which are redeemed will forthwith (but subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*)) be cancelled (together with all unmatured Coupons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and cancelled pursuant to Condition 10.8 (*Purchase*) above (together, in the case of Bearer Notes, with all unmatured Coupons cancelled therewith) shall be forwarded to the Fiscal Agent or, in the case of VP Systems Notes, shall be deleted from the records of VP, VPS or Euroclear Sweden, as the case may be, and, in either case, cannot be reissued or resold.
- 10.10 *Substitution and variation of Subordinated Notes*: This Condition 10.10 is only applicable to Subordinated Notes.

Subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*) and having given no less than thirty nor more than sixty days' notice to the Holders (in accordance with Condition 21 (*Notices*)), (in the case of Bearer Notes) the Fiscal Agent, (in the case of Registered Notes) the Fiscal Agent and the Registrar and (in the case of VP Systems Notes) the VP Systems Agent, if a Special Event has occurred and is continuing, or to ensure the effectiveness or enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*), the Issuer may substitute all (but not some only) of the Subordinated Notes or vary the terms of all (but not some only) of the Subordinated Notes, without any requirement for the consent or approval of the Holders, so that they become or remain Qualifying Subordinated Notes.

Any such notice shall specify the relevant details of the manner in which such substitution or variation shall take effect and where the Holders can inspect or obtain copies of the new terms and conditions of the Qualifying Subordinated Notes. Such substitution or variation will be effected without any cost or charge to the Holders.

- 10.11 *Substitution and variation of Non-Preferred Senior Notes*: This Condition 10.11 is only applicable to Non-Preferred Senior Notes.

Subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*), and having given no less than thirty nor more than sixty days' notice to the Holders (in accordance with Condition 21 (*Notices*)), if the MREL/TLAC Disqualification Event Substitution/Variation Option is specified in the relevant Final Terms or Pricing Supplement as being applicable and a MREL/TLAC Disqualification Event has occurred and is continuing, or to ensure the effectiveness or enforceability of Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*), the Issuer may substitute all (but not some only) of the Non-Preferred Senior Notes or vary the terms of all (but not some only) of the Non-Preferred Senior Notes, without any requirement for the consent or approval of the Holders, so that they become or remain Qualifying Non-Preferred Senior Notes.

Any such notice shall specify the relevant details of the manner in which such substitution or variation shall take effect and where the Holders can inspect or obtain copies of the new terms and conditions of the Qualifying Non-Preferred Senior Notes. Such substitution or variation will be effected without any cost or charge to the Holders.

10.12 *Conditions to redemption etc. prior to Maturity Date (if any):*

The Notes may only be redeemed, purchased, cancelled, substituted, varied or modified (as applicable) pursuant to Condition 10.2 (*Early redemption for tax reasons*), Condition 10.3 (*Early redemption upon the occurrence of a Capital Event*), Condition 10.4 (*Early redemption upon the occurrence of a MREL/TLAC Disqualification Event*), Condition 10.5 (*Redemption at the option of the Issuer*), Condition 10.8 (*Purchase*), Condition 10.9 (*Cancellation*), Condition 10.10 (*Substitution and variation of Subordinated Notes*), Condition 10.11 (*Substitution and variation of Non-Preferred Senior Notes*) or paragraph (ii) of Condition 19.2 (*Modification of Notes other than VP Systems Notes*), as the case may be, if:

- (i) in the case of any such substitution, variation or modification, the Issuer has notified the Relevant Regulator of, and the Relevant Regulator has not objected to, such substitution, variation or modification (as applicable) in accordance with the CRD/CRR requirements;
- (ii) in the case of any such redemption, purchase or cancellation of Subordinated Notes, the Issuer has notified the Relevant Regulator of, and the Relevant Regulator has given permission to, such redemption, purchase or cancellation (as applicable) in accordance with the CRD/CRR requirements (which, in the case of Subordinated Notes, as at 8 April 2020, are set out in Articles 77 and 78 of the CRR (which outline the limited circumstances in which the Relevant Regulator may grant its permission to such redemption, purchase or cancellation (as applicable) prior to 5 years after the relevant issue date of the relevant Notes) and Article 29 of the 2014 RTS (which sets limits for purchases of the relevant Notes in relation to market making)) and, if so given by the Relevant Regulator, such permission has not been withdrawn by the Relevant Regulator prior to the date fixed for redemption, purchase or cancellation (as applicable);
- (iii) in the case of any such redemption, purchase or cancellation of Preferred Senior Notes (if applicable) or Non-Preferred Senior Notes, the Issuer has notified the Relevant Regulator of, and, if then required by CRD/CRR, the Relevant Regulator has given permission to, such redemption, purchase or cancellation (as applicable) and, if so given by the Relevant Regulator, such permission has not been withdrawn by the Relevant Regulator prior to the date fixed for redemption, purchase or cancellation (as applicable); and
- (iv) in the case of a redemption of Notes as a result of (in the case of a Series of Subordinated Notes) a Special Event or (in the case of a Series of Non-Preferred Senior Notes) a MREL/TLAC Disqualification Event or (in the case of a Series of Preferred Senior Notes or Non-Preferred Senior Notes) a redemption event occurring under Condition 10.2(A) (*Early redemption for tax reasons*), the Issuer has delivered a certificate signed by two of its directors to the Fiscal Agent (and copies thereof will be available at the Fiscal Agent's Specified Office during its normal business hours) not less than 5 Business Days prior to the date set for redemption that such event has occurred or will occur no more than ninety days following the date fixed for redemption, as the case may be.

If applicable, if after a notice of redemption has been given pursuant to Condition 10.2 (*Early redemption for tax reasons*), Condition 10.3 (*Early redemption upon the occurrence of a Capital Event*), Condition 10.4 (*Early redemption upon the occurrence of a MREL/TLAC Disqualification Event*) or Condition 10.5 (*Redemption at the option of the Issuer*) (as applicable), the Relevant Regulator withdraws its permission to the relevant redemption before the relevant redemption date, such notice of redemption shall automatically be revoked and the relevant redemption shall not be made until a new redemption notice is given and all conditions for redemption as described in this Condition 10.12 (*Conditions to redemption*

etc. prior to Maturity Date (if any)) have been fulfilled. The redemption restriction described in this paragraph is referred to as the “**Permission Withdrawal Early Redemption Restriction**”.

Any refusal by the Relevant Regulator to grant its permission to any such redemption, purchase or cancellation (as applicable) pursuant to paragraph (ii) or (iii) of this Condition 10.12 (or, as the case may be, any withdrawal by the Relevant Regulator of any such permission) will not constitute an event of default under the relevant Notes.

11. Payments – Bearer Notes

11.1 *Principal*: Payments of principal shall be made only against presentation and (provided that payment is made in full) surrender of the relevant Bearer Note at the Specified Office of any Paying Agent outside the United States. Subject as provided in these Conditions:

- (i) payments in a Specified Currency other than euro or CNY will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency;
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque; and
- (iii) payments in CNY will be made by transfer to a CNY account maintained by or on behalf of the payee with a bank in Hong Kong in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of CNY in Hong Kong).

11.2 *Interest*: Payments of interest shall, subject to Condition 11.7 (*Payments other than in respect of matured Coupons*) below, be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in Condition 11.1 (*Principal*) above.

11.3 *Payments in New York City*: Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if:

- (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due;
- (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions; and
- (iii) payment is permitted by applicable United States law.

11.4 *Payments subject to fiscal laws*: All payments in respect of the Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 14 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 14 (*Taxation*)) any law implementing an intergovernmental approach thereto.

No commissions or expenses shall be charged to the Holders in respect of such payments.

- 11.5 *Unmatured Coupons void*: On the due date for final redemption of any Note or early redemption in whole of such Note pursuant to Condition 10.2 (*Early redemption for tax reasons*), Condition 10.3 (*Early redemption upon the occurrence of a Capital Event*), Condition 10.4 (*Early redemption upon the occurrence of a MREL/TLAC Disqualification Event*), Condition 10.5 (*Redemption at the option of the Issuer*), or Condition 15 (*Enforcement Events*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.
- 11.6 *Payments on business days*: If the due date for payment of any amount in respect of any Note or Coupon is not a Payment Business Day, the Holder shall not be entitled to payment of the amount due until the next succeeding Payment Business Day and shall not be entitled to any further interest or other payment in respect of any such delay.
- 11.7 *Payments other than in respect of matured Coupons*: Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by Condition 11.3 (*Payments in New York City*) above).
- 11.8 *Partial payments*: If a Paying Agent makes a partial payment in respect of any Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.
- 11.9 *Exchange of Talons*: On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Paying Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 16 (*Prescription*)). Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.
- 11.10 *Currency Events*: This Condition 11.10 is applicable to:
- (i) unless the Final Terms or Pricing Supplement specifies otherwise, CNY Notes; and
 - (ii) Notes other than CNY Notes for which Currency Events are specified as applying in the relevant Final Terms or Pricing Supplement.

If a Currency Event, as determined by the Currency Calculation Agent in its sole and absolute discretion, exists on a date for payment of any amount in respect of any Note or Coupon, the Issuer may, in its sole and absolute discretion, take the action described in (i) and/or (ii) below:

- (i) the relevant payment of the Issuer may be postponed to a day falling no later than 10 Payment Business Days after the date on which the relevant Currency Event ceases to exist or, if that would not be possible (as determined by the Issuer acting in good faith) as soon as reasonably practicable thereafter; and/or
- (ii) the Issuer's obligation to make a payment in the Specified Currency under the terms of the Notes may be replaced by an obligation to pay such amount in the Relevant Currency (converted at the Alternate Settlement Rate determined by the Currency Calculation Agent as of a time selected in good faith by the Currency Calculation Agent).

Upon the occurrence of a Currency Event, the Issuer shall give notice, as soon as practicable, to the Holders in accordance with Condition 21 (*Notices*) stating the occurrence of the Currency Event, giving brief details thereof and the action proposed to be taken in relation thereto.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 11.10 by the Currency Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Calculation Agent, the Paying Agents, the Registrar (if applicable), the Holders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Currency Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

12. Payments – Registered Notes

- 12.1 *Method of payment:* Payments of principal shall be made only against presentation and (provided that payment is made in full) surrender of the relevant Registered Note at the Specified Office of the Registrar by transfer to the Designated Account (as defined below) of the Holder (or the first named of joint Holders) appearing in the register of Holders maintained by the Registrar (the “**Register**”) at the close of business on the third Relevant Banking Day before the relevant due date. Notwithstanding the previous sentence, if a Holder does not have a Designated Account, payment will instead be made by cheque drawn in the currency in which the payment is due on a Designated Bank (as defined below). For these purposes, “**Designated Account**” means the account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with a Designated Bank and identified as such in the Register and “**Designated Bank**” means a bank in the principal financial centre of the country of that currency.

Payments of interest shall be made only by cheque drawn in the currency in which the payment is due on a Designated Bank and mailed by uninsured mail on the Relevant Banking Day immediately preceding the relevant due date to the Holder (or the first named of joint Holders) appearing in the Register at the close of business on the fifteenth day (whether or not such fifteenth day is a Relevant Banking Day) before the relevant due date (the “**Record Date**”) at its address shown in the Register on the Record Date and at its risk. Upon application of the Holder to the Specified Office of the Registrar not less than three Relevant Banking Days before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Registered Notes which become payable to the Holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such Holder. Payment of the interest due in respect of each Registered Note on redemption will be made in the same manner as payment of the principal amount of such Registered Note.

Holders will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such Holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

- 12.2 *Payments on business days:* If the due date for payment of any amount in respect of any Registered Note is not a business day, the Holder shall not be entitled to payment of the amount due until the next succeeding business day and shall not be entitled to any further interest or other payment in respect of any such delay.
- 12.3 *Payments subject to fiscal laws:* All payments in respect of the Registered Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 14 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 14 (*Taxation*)) any law implementing an intergovernmental approach thereto.

No commissions or expenses shall be charged to the Registered Holders in respect of such payments.

- 12.4 *Definition of business day:* In this Condition, “**business day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in (i) the relevant place of presentation and (ii) each Applicable Financial Centre specified in the relevant Final Terms or Pricing Supplement and, if TARGET is an Applicable Financial Centre, a TARGET Settlement Day.

13. Payments – VP Systems Notes

- 13.1 *Principal and interest:* Payments of principal and interest in respect of VP Systems Notes shall be made to the Holders shown in the relevant records of VP, VPS or Euroclear Sweden, as the case may be, in accordance with and subject to the rules and regulations from time to time governing VP, VPS or Euroclear Sweden. Subject as provided in these Conditions:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency; and
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

- 13.2 *Payments subject to fiscal laws:* All payments in respect of the VP Systems Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 14 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 14 (*Taxation*)) any law implementing an intergovernmental approach thereto.

No commissions or expenses shall be charged to the Holders in respect of such payments.

- 13.3 *Payments on VP Systems Notes payment days:* If the due date for payment of any amount in respect of any VP System Note is not a VP Systems Notes payment day, the Holder shall not be entitled to payment of the amount due until the next succeeding VP Systems Notes payment day and shall not be entitled to any further interest or other payment in respect of any such delay.

- 13.4 In this Condition, “**VP Systems Notes payment day**” means day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Applicable Financial Centre specified in the relevant Final Terms or Pricing Supplement and, if TARGET is an Applicable Financial Centre, a TARGET Settlement Day.

14. Taxation

- 14.1 *Gross up:* All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Denmark or any political subdivision therein or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, in the case of a payment of interest only, the Issuer shall pay such additional amounts as will result in receipt by the Holders after such withholding or deduction of such amounts as would have been receivable by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in relation to any payment in respect of any Note or Coupon:

- (i) to, or to a third party on behalf of, a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of it having some connection with Denmark other than:
 - (a) the mere holding of the Note or Coupon; or
 - (b) the receipt of principal, interest or other amount in respect of such Note or Coupon; or
- (ii) presented for payment more than thirty days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting the same for payment on or before the expiry of such period of thirty days.

14.2 *Taxing jurisdiction:* If the Issuer becomes subject at any time to any taxing jurisdiction other than Denmark, references in these Conditions to Denmark shall be construed as references to Denmark and/or such other jurisdiction.

15. Enforcement Events

15.1 *No events of default:* There are no events of default in respect of the Notes. Holders of the Notes shall not be entitled at any time to file for bankruptcy or liquidation of the Issuer.

15.2 *Enforcement Events:* If an order is made or an effective resolution is passed for the bankruptcy or liquidation of the Issuer (an “**Enforcement Event**”), any Holder may prove or claim in such proceedings in respect of the Notes, such claim being for payment of the Outstanding Principal Amount of the Notes at the time of commencement of such bankruptcy or liquidation of the Issuer together with any interest accrued and unpaid on the Notes from (and including) the Interest Payment Date immediately preceding the occurrence of such Enforcement Event and any other amounts payable on the Notes (including any damages payable in respect thereof). Such claim shall rank as provided in Condition 5 (*Status of the Notes*).

15.3 *Enforcement of obligations:* Subject to Condition 15.1 (*No events of default*) and without prejudice to Condition 15.2 (*Enforcement Events*), any Holder may, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition or provision binding on the Issuer under the Notes, provided that the Issuer shall not by virtue of the institution of any proceedings be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

16. Prescription

Claims for principal shall become void unless the relevant Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

17. Replacement of Notes and Coupons

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent or the Registrar (and, if the Notes are then admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent or Registrar in any particular place, the Paying Agent or Registrar having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system), subject to all applicable laws and listing authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

18. Agents

- 18.1 *Obligations of Agents:* In acting under the Agency Agreement or the VP Systems Agency Agreement and in connection with the Notes and the Coupons, the Paying Agents, the Calculation Agent, the Currency Calculation Agent, the Registrar and the VP Systems Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Holders or Couponholders, and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Agency Agreement, the VP Systems Agency Agreement or other agreement entered into with respect of its appointment or incidental thereto.
- 18.2 *Termination of Appointments:* The initial Fiscal Agent, Principal Registrar and VP Systems Agent and their initial Specified Offices are listed in the Agency Agreement or the VP Systems Agency Agreement, as applicable. Unless the Calculation Agent is the Fiscal Agent, the Calculation Agent in respect of any Notes shall be specified in the relevant Final Terms or Pricing Supplement. The Currency Calculation Agent in respect of any Notes shall be specified in the relevant Final Terms or Pricing Supplement. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent) or the Registrar or the VP Systems Agent, the Calculation Agent or the Currency Calculation Agent and to appoint an additional or successor fiscal agent, paying agent, calculation agent, registrar, currency calculation agent or agent in connection with the VP Systems Notes; provided, however, that:
- (i) the Issuer shall at all times maintain a Fiscal Agent;
 - (ii) the Issuer shall at all times maintain, in the case of Registered Notes, a Registrar;
 - (iii) the Issuer shall at all times maintain a Paying Agent (which may be the Fiscal Agent) in a jurisdiction within Europe, other than the jurisdiction in which the Issuer is incorporated;
 - (iv) if a Calculation Agent is specified in the relevant Final Terms or Pricing Supplement, the Issuer shall at all times maintain a Calculation Agent with a Specified Office located in such place as may be required by these Conditions;
 - (v) if a Currency Calculation Agent is specified in the relevant Final Terms or Pricing Supplement, the Issuer shall at all times maintain a Currency Calculation Agent;
 - (vi) if and for so long as the Notes are admitted to listing and/or to trading and/or quotation on any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Issuer shall maintain a Paying Agent (which may be the Fiscal Agent) and a Registrar (for Registered Notes) each with a Specified Office in the place required by such listing authority, stock exchange and/or quotation system;
 - (vii) in the case of VP Systems Notes, the Issuer shall at all times maintain a VP Systems Agent authorised to act as an account holding institution with VP, VPS or Euroclear Sweden, as the case may be, and one or more Calculation Agent(s) where the Terms and Conditions of the relevant VP Systems Notes so require; and
 - (viii) in the circumstances described in Condition 11.3 (*Payments in New York City*), the Issuer shall maintain a Paying Agent with a Specified Office in New York City.
- 18.3 *Change of Specified Offices:* The Paying Agents, the Registrar, the VP Systems Agent, the Calculation Agent and the Currency Calculation Agent reserve the right at any time to change their respective Specified Offices to some other Specified Office in the same city. Notice of any change in the identities or Specified Offices of any Paying Agent, Registrar, the VP Systems Agent, the Calculation Agent or the Currency Calculation Agent shall promptly be given to the Holders in accordance with Condition 21 (*Notices*).

19. Meetings of Holders; Modification and Waiver

- 19.1 *Meetings of Holders of Notes other than VP Systems Notes:* This Condition 19.1 is only applicable in relation to Notes other than VP Systems Notes. The Agency Agreement contains provisions (which shall have effect as if incorporated herein) for convening meetings of Holders of Notes of any Series (other than VP Systems Notes) to consider matters relating to such Series of Notes, including (without limitation) the modification by Extraordinary Resolution (as defined in the Agency Agreement) of any provision of these Conditions and the Deed of Covenant insofar as the same may apply to such Notes. Any Extraordinary Resolution duly passed at any such meeting of Holders of Notes of any Series will be binding on all Holders of Notes of such Series, whether present or not at the meeting and on all Holders of Coupons relating to Notes of such Series.

In addition, a resolution in writing signed by or on behalf of all Holders who for the time being are entitled to receive notice of a meeting of Holders of Notes will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders of Notes.

Any modification to these Conditions and/or the Deed of Covenant pursuant to the operation of the provisions described in this Condition 19.1 is subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*).

- 19.2 *Modification of Notes other than VP Systems Notes:* This Condition 19.2 is only applicable in relation to Notes other than VP Systems Notes. The Issuer may make, without the consent of the Holders or Couponholders of the relevant Series:

- (i) any modification to the Notes of any Series, these Conditions, the Agency Agreement and/or the Deed of Covenant to correct a manifest error; or
- (ii) subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*), any modification to the Notes of any Series, these Conditions, the Agency Agreement and/or the Deed of Covenant which is not prejudicial to the interests of the Holders and the Couponholders of the relevant Series.

Any such modification to the Agency Agreement shall be subject to the consent of the Fiscal Agent. Subject as provided in these Conditions, no other modification may be made to the Notes of any Series, these Conditions, the Agency Agreement or the Deed of Covenant except with the sanction of an Extraordinary Resolution and, in the case of a modification to the Agency Agreement, the consent of the Fiscal Agent.

Any such modification shall be binding on the Holders and the Couponholders and any such modification shall be notified to the Holders in accordance with Condition 21 (*Notices*) as soon as practicable thereafter.

- 19.3 *Meeting of VP Systems Noteholders:* This Condition 19.3 is only applicable in relation to VP Systems Notes. The Agency Agreement contains provisions (which shall have effect as if incorporated herein) for convening meetings of Holders of VP Systems Notes of any Series to consider matters relating to such Series of Notes, including (without limitation) the modification by Extraordinary Resolution of any provision of these Conditions insofar as the same may apply to such Notes. Any Extraordinary Resolution duly passed at any such meeting of Holders of VP Systems Notes of any Series will be binding on all Holders of Notes of such Series, whether present or not at the meeting. Meetings of Holders shall be held in accordance with the Agency Agreement and in compliance with the relevant regulations of VP, VPS or Euroclear Sweden, as the case may be. Any person requesting the convening of any such meeting or attending or voting at any such meeting shall be required to provide proof of their appointment as proxy, attorney or representative and/or ownership of Notes satisfactory to the Issuer in

the form specified by Issuer in the notice in respect of the relevant meeting given to Holders in accordance with Condition 21 (*Notices*).

In addition, a resolution in writing signed by or on behalf of all Holders who for the time being are entitled to receive notice of a meeting of Holders of Notes will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders of Notes.

Any modification to these Conditions pursuant to the operation of the provisions described in this Condition 19.3 is subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*).

19.4 *Modification of VP Systems Notes*: This Condition 19.4 is only applicable in relation to VP Systems Notes. The Issuer may make, without the consent of the Holders of the relevant Series:

- (i) any modification to the Notes of any Series, these Conditions, the Agency Agreement and/or the VP Systems Agency Agreement to correct a manifest error; or
- (ii) subject to Condition 10.12 (*Conditions to redemption etc. prior to Maturity Date (if any)*), any modification to the Notes of any Series, these Conditions, the Agency Agreement and/or the VP Systems Agency Agreement which is not prejudicial to the interests of the Holders of the relevant Series.

In addition, the Notes and these Conditions may be modified by a resolution in writing signed by or on behalf of all Holders or pursuant to a meeting of VP Systems Noteholders in accordance with Condition 19.3 (*Meeting of VP Systems Noteholders*) above. Any modification to the Agency Agreement shall be subject to the consent of the Fiscal Agent. Subject as provided in these Conditions, no other modification may be made to the Notes of any Series, these Conditions, the Agency Agreement or the VP Systems Agency Agreement except with the sanction of an Extraordinary Resolution and, in the case of a modification to the Agency Agreement, the consent of the Fiscal Agent.

Any such modification shall be binding on the Holders and any such modification shall be notified to the Holders in accordance with Condition 21 (*Notices*) as soon as practicable thereafter.

20. Further Issues

The Issuer may from time to time, without the consent of the Holders or the Couponholders, create and issue further Notes having the same Terms and Conditions as the Notes in all respects (or in all respects except for the first payment of interest, if any, on them and/or the issue price thereof) so as to form a single series with the Notes.

21. Notices

21.1 *Bearer Notes*: Notices to Holders of Bearer Notes will, save where another means of effective communication has been specified herein or in the relevant Final Terms or Pricing Supplement, be deemed to be validly given if published in a leading English language daily newspaper having general circulation in Europe or, if such Notes are listed on the Official List of Euronext Dublin and admitted to trading on the regulated market of Euronext Dublin (so long as such Notes are listed on the Official List of Euronext Dublin and the rules of that exchange so permit), if published on the website of Euronext Dublin (www.ise.ie).

The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Bearer Notes are for the time being listed or by which they have been admitted to trading.

Any notice so given will be deemed to have been validly given, in the case of any Bearer Notes, on the date of first such publication (or, if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Notes in accordance with this Condition.

While all the Bearer Notes are represented by one or more global Notes and such global Note(s) are held in their entirety on behalf of one or more relevant clearing system(s), the terms of such global Note(s) will specify how notices to Holders of Bearer Notes are to be given, as described in “*Overview of Form of the Notes*” of the Base Prospectus relating to the Programme dated 8 April 2020.

- 21.2 *Registered Notes*: Notices to Holders of Registered Notes will, save where another means of effective communication has been specified herein or in the relevant Final Terms or Pricing Supplement, be deemed to be validly given if sent by first class mail (or equivalent) or (if posted to an overseas address) by air mail to them (or, in the case of joint Holders, to the first-named in the register kept by the Registrar) at their respective addresses as recorded in the register kept by the Registrar, and will be deemed to have been validly given on the fourth weekday after the date of such mailing or, if posted from another country, on the fifth such day and, if such Notes are listed on the Official List of Euronext Dublin and admitted to trading on the regulated market of Euronext Dublin (so long as such Notes are listed on the Official List of Euronext Dublin and the rules of that exchange so permit), if published on the website of Euronext Dublin (www.ise.ie).

The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Registered Notes are for the time being listed or by which they have been admitted to trading.

While all the Registered Notes are represented by one or more global Notes and such global Note(s) are held in their entirety on behalf of one or more relevant clearing system(s), the terms of such global Note(s) will specify how notices to Holders of Registered Notes are to be given, as described in “*Overview of Form of the Notes*” of the Base Prospectus relating to the Programme dated 8 April 2020.

- 21.3 *VP Systems Notes*: All notices regarding the VP Systems Notes will be deemed validly given (a) if published in accordance with the procedures of VP, VPS or Euroclear Sweden, as the case may be, and (b) if and for so long as the Notes are admitted to trading and/or listed on any stock exchange or any other relevant authority, if published in any manner which complies with the rules of such stock exchange or other relevant authority.

Any such notice will be deemed to have been given on the date it is published in accordance with the procedures of VP, VPS or Euroclear Sweden, as the case may be.

22. **Currency Indemnity**

The currency in which the Notes are denominated or, if different, payable, as specified in the relevant Final Terms or Pricing Supplement (the “**Contractual Currency**”), is the sole currency of account and payment for all sums payable by the Issuer in respect of the Notes, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Holder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount of the Contractual Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount of the Contractual Currency expressed to be due to any Holder in respect of such Note or Coupon the Issuer shall indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer shall indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent

obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Notes or any judgment or order. Any such loss as aforesaid shall be deemed to constitute a loss suffered by the relevant Holder and no proof or evidence of any actual loss will be required by the Issuer.

23. Waiver and Remedies

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

24. Governing Law, Jurisdiction and Acknowledgement of Danish Statutory Loss Absorption Powers

- 24.1 *Governing Law:* The Notes, the Agency Agreement and the Deed of Covenant, and any non-contractual obligations arising therefrom or in connection therewith, shall be governed by, and construed in accordance with, English law, except for Condition 5 (*Status of the Notes*), Condition 10.2 (*Early redemption for tax reasons*), Condition 10.3 (*Early redemption upon the occurrence of a Capital Event*), Condition 10.4 (*Early redemption upon the occurrence of a MREL/TLAC Disqualification Event*), Condition 15 (*Enforcement Events*) and Condition 24.6 (*Acknowledgement of Danish Statutory Loss Absorption Powers*) and for the registration of Notes in VP, which shall be governed by, and shall be construed in accordance with, Danish law. In the case of the registration of Notes in VPS or Euroclear Sweden, such registration shall be governed by, and shall be construed in accordance with, Norwegian law and Swedish law, respectively.
- 24.2 *English courts:* The courts of England have jurisdiction to settle any dispute (a “**Dispute**”) arising from or connected with the Notes (including any Dispute relating to any non-contractual obligations arising from or connected with the Notes).
- 24.3 *Appropriate forum:* The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- 24.4 *Rights of the Holders to take proceedings outside England:* Condition 24.2 (*English courts*) is for the benefit of the Holders only. As a result, nothing in this Condition 24 prevents any Holder from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, any Holder may take concurrent Proceedings in any number of jurisdictions.
- 24.5 *Service of process:* The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to the Issuer at 75 King William Street, London EC4N 7DT or at any address of the Issuer in Great Britain at which service of process may be served on it in accordance with the Companies Act 2006. Nothing in this Condition 24.5 shall affect the right of any Holder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.
- 24.6 *Acknowledgement of Danish Statutory Loss Absorption Powers:* Notwithstanding and to the exclusion of any other term of the Notes or any other agreements, arrangements or understanding between the Issuer and any Holder (which, for the purposes of this Condition 24.6, includes each holder of a beneficial interest in the Notes), by its acquisition of the Notes, each Holder acknowledges and accepts that any liability arising under the Notes may be subject to the exercise of Danish Statutory Loss Absorption Powers by the Relevant Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by:

- (i) the effect of the exercise of any Danish Statutory Loss Absorption Powers by the Relevant Resolution Authority, which exercise (without limitation) may include and result in any of the following, or a combination thereof:
 - (a) the reduction of all, or a portion, of the Relevant Amounts in respect of the Notes;
 - (b) the conversion of all, or a portion, of the Relevant Amounts in respect of the Notes into Ordinary Shares, other securities or other obligations of the Issuer or another Person, and the issue to or conferral on the Holder of such Ordinary Shares, securities or obligations, including by means of an amendment, modification or variation of the terms of the Notes;
 - (c) the cancellation of the Notes or the Relevant Amounts in respect of the Notes; and
 - (d) the amendment of the Maturity Date, the amendment of the amount of interest payable on the Notes (if any), or the date on which interest becomes payable, including by suspending payment for a temporary period; and
- (ii) the variation of the terms of the Notes, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of any Danish Statutory Loss Absorption Powers by the Relevant Resolution Authority.

25. Rights of Third Parties

No person shall have any right to enforce any term or Condition in respect of a Note under the Contracts (Rights of Third Parties) Act 1999.

PRO FORMA FINAL TERMS

Pro Forma Final Terms for an issue by Danske Bank A/S of Notes (other than Exempt Notes) under the EUR 35,000,000,000 Euro Medium Term Note Programme.

[MiFID II product governance / Professional investors and eligible counterparties only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [MiFID II/Directive 2014/65/EU (as amended) (“**MiFID II**”)]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. *[Details of any negative target market to be included if applicable]*. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[MiFID II product governance / Retail investors, professional investors and eligible counterparties target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [MiFID II/Directive 2014/65/EU (as amended) (“**MiFID II**”)]; *EITHER* [(ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] *OR* [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – investment advice[,/and] portfolio management[,/and][non-advised sales][and pure execution services][, subject to the distributor’s (as defined below) suitability and appropriateness obligations under MiFID II, as applicable]]. *[Consider any negative target market]*. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels[, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable].]

[PROHIBITION OF SALES TO EUROPEAN ECONOMIC AREA AND UNITED KINGDOM RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area or in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended) (“**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation (as defined below). Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended) (the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the European Economic Area or in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the European Economic Area or in the United Kingdom may be unlawful under the PRIIPs Regulation.]

[Amounts payable under the Notes will be calculated by reference to [LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / SHIBOR / BBSW / HIBOR / Compounded Daily SONIA / Weighted Average SOFR / *relevant mid-swap rate (if applicable)*] which is provided by [*legal name of the benchmark administrator*]. As at the date of these Final Terms, [*legal name of the benchmark administrator*] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) 2016/1011.

[As far as the Issuer is aware, [LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / SHIBOR / BBSW / HIBOR / Compounded Daily SONIA / Weighted Average SOFR / *relevant mid-swap rate (if applicable)*] [does not fall

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

FINAL TERMS DATED [●]

Series No. [●]

Tranche No. [●]

DANSKE BANK A/S

EUR 35,000,000,000

Euro Medium Term Note Programme

Issue of

[*Aggregate Nominal Amount of Tranche*] [*Title of Notes*]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the “**Conditions**”) set forth in the Base Prospectus dated 8 April 2020 [and the Prospectus Supplement No. [●] dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information. The Base Prospectus is available for viewing at, and copies may be obtained from, the website of the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) at www.ise.ie for a period of 12 months following the date of the Base Prospectus [(dated 8 April 2020)]. The Final Terms are available for viewing at the website of Euronext Dublin at www.ise.ie.

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

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the “**Conditions**”) set forth in the Base Prospectus dated [*original date*][*together with any supplements which amend the Conditions*], which are incorporated in the Base Prospectus dated [*current date*] [and the Prospectus Supplement No. [●] dated [●]], which [together] constitute[s] a base prospectus (the “**Current Base Prospectus**”) for the purposes of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Current Base Prospectus, including the Conditions which are incorporated by reference in the Current Base Prospectus in order to obtain all the relevant information. The Current Base Prospectus is available for viewing at, and copies may be obtained from, the website of the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) at www.ise.ie for a period of 12 months following the date of the [Current] Base Prospectus [(dated [*current date*])]. The Final Terms are available for viewing at the website of Euronext Dublin at www.ise.ie.

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Final Terms.]

[When completing any Final Terms, consideration should be given as to whether any information required to complete the Final Terms constitutes “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.]

1. Issuer: Danske Bank A/S
2. (i) Series Number: [●]
- (ii) Tranche Number: [●]
- (iii) Date on which the Notes will be consolidated and form a single Series: [Not Applicable]/[The Notes will be consolidated and form a single Series with *[identify earlier Tranche(s)]* on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 22 below, which is expected to occur on or about *[date]*.]
3. Specified Currency or Currencies: [●]*
4. Aggregate Nominal Amount: [[●]]
 - [(i) Series: [●]]
 - [(ii) Tranche: [●]]
5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [(plus *[amount]* accrued interest from *[insert date]*) (if applicable)]
6. (i) Specified Denomination(s): [●]

(N.B. Where multiple denominations above EUR 100,000 or equivalent are being used the following sample wording should be followed:

“[EUR 100,000] and integral multiples of [EUR 1,000] in excess thereof up to and including [EUR 199,000]. No Notes in definitive form will be issued with a denomination above [EUR 199,000].”)

(N.B. If an issue of Notes is (i) NOT admitted to trading on an European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Regulation the EUR 100,000 minimum denomination is not required.)
- (ii) Calculation Amount: [●]

(If only one Specified Denomination, insert the Specified Denomination.

If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)
7. (i) Issue Date: [●]

* Use the abbreviation “CNY” for CNY Notes

- (ii) Interest Commencement Date: [●]
8. Maturity Date: [*specify date*] [subject to adjustment in accordance with the Business Day Convention specified in paragraph [14(vi)/16(iii)] below] (*N.B. include adjustment wording for Floating Rate Notes and Adjusted Fixed Rate Notes*)
9. Interest Basis: [[●] per cent. Fixed Rate]
- [Reset Notes]
- [[Compounded Daily SONIA][Weighted Average SOFR][●] month [[currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / SHIBOR / BBSW / HIBOR]] plus/minus [●] per cent. Floating Rate]
- [Zero Coupon]
- (further particulars specified below at paragraph [[14] [and] [15]/[16]/[17]])
10. Redemption Basis: [Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100.00 per cent. of their Aggregate Nominal Amount/their Outstanding Principal Amounts]].
11. Change of Interest Basis: [Not Applicable/*cross refer to paragraphs [[14], [15] and/or [16 below]] if details are included there*]
12. Call Option: [Applicable/Not Applicable]
- [(see paragraph 18 below)]
13. (i) Status of the Notes: [Preferred Senior/Non-Preferred Senior/Subordinated] [Notes]
- (ii) [Date [Board] approval for issuance of Notes obtained: [●]
- (*N.B. Only relevant where Board (or similar) authorisation is required for the particular Tranche of Notes*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Rate[(s)] of Interest: [●] per cent. per annum payable [annually/semi-annually/quarterly/monthly] in arrear
- (ii) Interest Payment Date(s): [●] in each year
- (iii) Fixed Coupon Amount[(s)]: [[●] per Calculation Amount/Not Applicable]

(N.B. Specify “Not Applicable” for Adjusted Fixed Rate Notes only)

(N.B. The Fixed Coupon Amount will not apply if the Calculation Amount has been adjusted, as described in the Conditions)

(iv) Broken Amount(s): [Not Applicable/[●] per Calculation Amount [for the [short/long] first Interest Period] payable on [●]]

(Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)])

(N.B. The Broken Amount will not apply if the Calculation Amount has been adjusted, as described in the Conditions)

(v) Day Count Fraction: [30/360 / Actual/Actual ([ICMA]/[ISDA]) / Actual/365 (Fixed)]

(N.B. CNY Notes should specify Actual/365 (Fixed))

(vi) Business Day Convention: [Not Applicable/Modified Following Business Day Convention]

(N.B. Adjusted Fixed Rate Notes only)

(vii) Applicable Business Centre(s): [Not Applicable/insert Applicable Business Centre(s)]

(N.B. Adjusted Fixed Rate Notes only)

15. **Reset Note Provisions** [Applicable/Not Applicable]

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

(ii) First Reset Margin: [Plus/Minus][●] per cent. per annum

(iii) Subsequent Reset Margin: [[Plus/Minus][●] per cent. per annum/Not Applicable]

(iv) Interest Payment Date(s): [●] in each year

(v) Fixed Coupon Amount up to (and including) the First Reset Date: [[●] per Calculation Amount/Not Applicable]

(N.B. The Fixed Coupon Amount will not apply if the Calculation Amount has been adjusted, as described in the Conditions)

(vi) Broken Amount(s): [Not Applicable/[●] per Calculation Amount [for the [short/long] first Interest Period] payable on [●]]

(Insert particulars of any initial broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)])

Amount[(s)])

(N.B. The Broken Amount will not apply if the Calculation Amount has been adjusted, as described in the Conditions)

- (vii) First Reset Date: [●]
- (viii) Second Reset Date: [[●]/Not Applicable]
- (ix) Subsequent Reset Date(s): [[●] [and [●]]/Not Applicable]
- (x) Reset Determination Date(s): [●]
(specify in relation to each Reset Date)
- (xi) Relevant Time: [●]
- (xii) Relevant Screen Page: [●]
- (xiii) Reset Reference Rate: [Mid-Swap Rate]/[Reference Bond]/[CMT Rate]
- (xiv) Reset Reference Rate Conversion: [Applicable/Not Applicable]
- (xv) Original Reset Reference Rate Payment Basis: [Annual/Semi-annual/Quarterly/Monthly/Not Applicable]
- (xvi) Mid-Swap Rate: [Single Mid-Swap Rate/Mean Mid-Swap Rate/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- Reference Rate Replacement: [Applicable/Not Applicable]
 - Mid-Swap Floating Leg Maturity: [●]
 - Initial Mid-Swap Rate Final Fallback: [Applicable/Not Applicable]
(If not applicable, delete "Initial Mid-Swap Rate" immediately below)
Initial Mid-Swap Rate: [●] per cent.
 - Reset Period Maturity Initial Mid-Swap Rate Final Fallback: [Applicable/Not Applicable]
(If not applicable, delete "Reset Period Maturity Initial Mid-Swap Rate" immediately below)
Reset Period Maturity Initial Mid-Swap Rate: [●] per cent.

-	Last Observable Mid-Swap Rate Final Fallback:	[Applicable/Not Applicable]
(xvii)	First Reset Period Fallback Yield:	[●]/[Not Applicable] <i>(N.B. only applicable where the Reset Reference Rate is Reference Bond or CMT Rate)</i>
(xviii)	Fallback Relevant Time:	[●]/[Not Applicable] <i>(N.B. only applicable where the Reset Reference Rate is CMT Rate)</i>
(xix)	Day Count Fraction:	[30/360]/[Actual/Actual (ICMA)]/[Actual/365 (Fixed)]
(xx)	Calculation Agent:	[●]
16.	Floating Rate Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Specified Period:	[Not Applicable/[●]] <i>(Specified Period and Interest Payment Dates are alternatives. A Specified Period, rather than Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")</i>
(ii)	Interest Payment Dates:	[[●]/Not Applicable] <i>(Specified Period and Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")</i>
(iii)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
(iv)	Applicable Business Centre(s):	[Not Applicable/insert Applicable Business Centres]
(v)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
(vi)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s):	[●]
(vii)	Screen Rate Determination:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of</i>

this paragraph)

- Reference Rate: [Compounded Daily SONIA][Weighted Average SOFR][[●]-month [[currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / SHIBOR / BBSW / HIBOR]
- Interest Determination Date(s): [●]
- Relevant Screen Page: [●]
- Relevant Time: [●] in the Relevant Financial Centre
- Relevant Financial Centre: [●]
- SONIA Lag Period (p): [[5/[●]] London Banking Days/Not Applicable]
- Reference Banks: [●]
- Reference Rate Replacement: [Applicable/Not Applicable]
- (viii) ISDA Determination: [Applicable/Not Applicable]

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

- Floating Rate Option: [●]
- Designated Maturity: [●]
- Reset Date: [●]
- (ix) Linear Interpolation: [Applicable/Not Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using linear interpolation in accordance with Condition 7.5 (*specify for each short or long interest period*)]
- (x) Margin(s): [Plus/Minus] [●] per cent. per annum
- (xi) Minimum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xii) Maximum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xiii) Day Count Fraction: [●]

17. **Zero Coupon Note Provisions** [Applicable/Not Applicable]

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

- (i) Accrual Yield: [●] per cent. per annum
- (ii) Reference Price: [●]

(iii) Day Count Fraction: [●]

PROVISIONS RELATING TO REDEMPTION

18. **Call Option** [Applicable/Not Applicable]

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

(i) Optional Redemption Date(s) [●]
(Call):

(ii) Optional Redemption Amount [●] per Calculation Amount
(Call):

(iii) If redeemable in part: [Applicable/Not Applicable]

(If not applicable, delete the remainder of this subparagraph)

(a) Minimum Redemption [●]
Amount:

(b) Maximum Redemption [●]
Amount:

(iv) Notice period: Minimum period: [●] days

Maximum period: [●] days

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent)

19. MREL/TLAC Disqualification Event [Applicable/Not Applicable]
Redemption Option:

(N.B. Only relevant for Non-Preferred Senior Notes)

20. Final Redemption Amount: [[●] per Calculation Amount/Not Applicable]

21. Early Redemption Amount (Tax): [As set out in the Conditions/[●] per Calculation Amount]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

22. Form of Notes: [Bearer Notes: [Initially represented by a [Temporary/Permanent] Global Note.] *[Specify. If nothing is specified and these Final Terms do not specify that TEFRA C Rules apply, the Notes will be represented initially by a Temporary Global Note. If these Final Terms specify that TEFRA C Rules apply, the Notes will be represented by a Permanent Global Note.]*

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on [●] days' notice/at any time/in the limited circumstances described in the Permanent Global Note.]]

[Temporary Global Note exchangeable for Definitive Notes.]

[Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances described in the Permanent Global Note.]]

(N.B. In the case of Bearer Notes, the exchange upon notice/at any time options as specified above and in the Conditions should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "[EUR 100,000 and integral multiples of EUR 1,000 in excess thereof and up to and including EUR 199,000].")

[Registered Notes:

[Regulation S Global Note ([currency])[●] aggregate nominal amount) [registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg/a common safe-keeper for Euroclear and Clearstream, Luxembourg] exchangeable for Registered Notes on [●] days' notice/at any time/in the limited circumstances described in the Global Registered Note.]

[Rule 144a Global Note ([currency])[●] aggregate nominal amount) [registered in the name of Cede & Co. as nominee for DTC] exchangeable for Registered Notes on [●] days' notice/at any time/in the limited circumstances described in the Global Registered Note.]]

[VP Systems Notes issued in uncertificated and dematerialised book entry form. See further paragraph [5] of Part B below.]

(N.B. CNY Notes can only be issued as Bearer Notes)

23. New Global Note form:

[Applicable/Not Applicable]

24. Applicable Financial Centre(s):

[Not Applicable/Give details. See definition of Payment Business Day, business day or VP Systems Notes payment day, as applicable, in the Conditions. Note that this paragraph relates to the date and place of payment, and not to Interest Payment Dates]

25. Currency Events:

[Applicable/Not Applicable]

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

[(i) Relevant Currency: [euro/specify other]

[(ii) Event Currency Jurisdiction: [specify]]

(N.B. delete in the case of CNY Notes)

[(ii/iii) [Currency Calculation Agent: [●]]

26. MREL/TLAC Disqualification Event [Applicable/Not Applicable]
Substitution/Variation Option:

(N.B. Only relevant for Non-Preferred Senior Notes)

27. Talons for future Coupons to be attached to Definitive Notes: [Yes. As the Notes have more than 27 coupons payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

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

Signed on behalf of the Issuer:

By:

Duly authorised

By:

Duly authorised

[CC: Citibank, N.A., London Branch as Fiscal Agent [and Citigroup Global Markets Europe AG as Principal Registrar]] *(Not applicable for VP Systems Notes)*

PART B – OTHER INFORMATION

1. Listing and Admission to Trading

- (i) Listing: [The Official List of Euronext Dublin/The Nasdaq Copenhagen A/S/specify other]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on the [Euronext Dublin's/Nasdaq Copenhagen A/S's/specify other] regulated market with effect on or about [●].]
- (Where documenting a fungible issue, need to indicate that original securities are already admitted to trading.)*
- (iii) Estimate of total expenses relating to admission to trading: [[●]/Not Applicable]

2. Ratings

- Ratings: [Not Applicable/The Notes to be issued [[have been]/[are expected to be]] rated [●] by [insert the legal name of the relevant credit rating agency entity(ies)].]
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the ratings provider.]*
- [There is no guarantee that [any of] the above rating[s] will be maintained following the date of these Final Terms. Up-to-date information should always be sought by direct reference to the relevant rating agency.]
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*
- Each of [relevant rating agency] is established in the [European Union/United Kingdom] and is registered under Regulation (EC) No. 1060/2009 (as amended).

3. [Interests of Natural and Legal Persons involved in the [Issue/Offer]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

Save as discussed in the “Subscription and Sale” and “General Information” sections of the [Current] Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.]

[4.] Fixed Rate Notes and Reset Notes only – Yield

Indication of yield:

[●]

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.][†]

[5.] **Operational Information**

ISIN Code/[CUSIP]:

[●]

Common Code:

[●]

Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes. Note that the designation “Yes” simply means that the Notes are intended upon issue to be deposited with one of Euroclear Bank SA/NV and/or Clearstream Banking S.A. [(together, the “**ICSDs**”)] as common safe-keeper [(and registered in the name of a nominee of one of the ICSDs acting as common safe-keeper,][*include this text for Registered Notes*] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.]

[Yes. Note that the designation “Yes” does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.](*Include for issues of relevant VP Systems Notes only*)

[No. Whilst the designation is specified as “No” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of Euroclear Bank SA/NV and/or Clearstream Banking S.A. [(together, the “**ICSDs**”)] as common safe-keeper [(and registered in the name of a nominee of one of the ICSDs acting as common safe-keeper,][*include this text for Registered Notes*]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.]

Any clearing system(s) other than [Not Applicable/ The Depositary Trust Company/ give

[†] Complete section only if applicable. Otherwise delete and re-number sections accordingly.

Euroclear Bank SA/NV and Clearstream Banking S.A. (including The Depository Trust Company) and the relevant identification number(s):

name(s) and number(s)/ VP, VP identification number: [●]/VPS, VPS identification number: [●]/Euroclear Sweden, Euroclear Sweden identification number: [●].]
The Issuer shall be entitled to obtain certain information from the register maintained by [VP]/[VPS]/[Euroclear Sweden] for the purpose of performing its obligations under the issue of VP Systems Notes] (*delete as applicable*)

Settlement Procedures:

[Specify whether customary medium term note/ other settlement and payment procedures apply]

Delivery:

Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) or, in the case of Registered Notes only, alternative Registrar (if any):

[Not Applicable/[●]]

[6.] **Distribution**

(i) Method of distribution:

[Syndicated/Non-syndicated]

(ii) If syndicated, names of Managers:

[Not Applicable/*give names*]

(iii) Date of Subscription Agreement:

[Not Applicable/[●]]

(iv) Stabilising Manager(s) (if any):

[Not Applicable/*give name*]

(v) If non-syndicated, name of relevant Dealer:

[Not Applicable/*give name*]

(vi) TEFRA Rules:

[As set out in the [Current] Base Prospectus/TEFRA C Rules apply/Not Applicable]

(Specify whether the automatic position in the Base Prospectus applies (i.e. TEFRA D Rules apply) or TEFRA C Rules apply or whether TEFRA Rules are not applicable.)

(vii) Prohibition of Sales to European Economic Area and United Kingdom Retail Investors:

[Applicable/Not Applicable]

(If the Notes clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Notes may constitute “packaged” products, “Applicable” should be specified.)

[7.] **Reasons for the offer**

Use of Proceeds:

[General Business Purposes][Green Bonds][Issuer’s Capital Base][●]

(See “Use of Proceeds” wording in the Base Prospectus – if reasons for the offer are different from general business purposes, Green Bonds and/or the Issuer’s capital base, will need to include those reasons here.)

[8.] **Estimated Net Amount of Proceeds**

Estimated Net Amount of Proceeds: [●]

PRO FORMA PRICING SUPPLEMENT

Pro Forma Pricing Supplement for an issue of Exempt Notes by Danske Bank A/S under the EUR 35,000,000,000 Euro Medium Term Note Programme.

[MiFID II product governance / Professional investors and eligible counterparties only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [MiFID II/Directive 2014/65/EU (as amended) (“**MiFID II**”)]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. *[Details of any negative target market to be included if applicable]*. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[MiFID II product governance / Retail investors, professional investors and eligible counterparties target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [MiFID II/Directive 2014/65/EU (as amended) (“**MiFID II**”)]; *EITHER* [(ii) all channels for distribution of the are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] *OR* [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – investment advice[,/and] portfolio management[,/and][non-advised sales][and pure execution services][, subject to the distributor’s (as defined below) suitability and appropriateness obligations under MiFID II, as applicable]]. *[Consider any negative target market]*. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels[, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable].]

[PROHIBITION OF SALES TO EUROPEAN ECONOMIC AREA AND UNITED KINGDOM RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area or in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended) (“**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation (as defined below). Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended) (the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the European Economic Area or in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the European Economic Area or in the United Kingdom may be unlawful under the PRIIPs Regulation.]

PRICING SUPPLEMENT DATED [●]

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH THE PROSPECTUS REGULATION (AS DEFINED BELOW) FOR THIS ISSUE OF NOTES.

Series No. [●]

Tranche No. [●]

DANSKE BANK A/S

EUR 35,000,000,000

Euro Medium Term Note Programme

Issue of

[Aggregate Nominal Amount of Tranche] [Title of Notes]

PART A – CONTRACTUAL TERMS

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”) or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the “**Conditions**”) set forth in the Base Prospectus dated 8 April 2020 [and the Prospectus Supplement No. [●] dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. The Base Prospectus is available for viewing at, and copies may be obtained from, the website of the Irish Stock Exchange plc trading as Euronext Dublin at www.ise.ie for a period of 12 months following the date of the Base Prospectus [(dated 8 April 2020)].

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

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the “**Conditions**”) set forth in the Base Prospectus dated [original date][together with any supplements which amend the Conditions], which are incorporated in the Base Prospectus dated [current date] [and the Prospectus Supplement No. [●] dated [●]] which [together] constitute[s] a base prospectus (the “**Current Base Prospectus**”). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. The Current Base Prospectus is available for viewing at, and copies may be obtained from, the website of the Irish Stock Exchange plc trading as Euronext Dublin at www.ise.ie for a period of 12 months following the date of the [Current] Base Prospectus [(dated [current date])].

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Pricing Supplement.]

- | | | |
|----|--|---|
| 1. | Issuer: | Danske Bank A/S |
| 2. | (i) Series Number: | [●] |
| | (ii) Tranche Number: | [●] |
| | (iii) Date on which the Notes will be consolidated and form a single Series: | [Not Applicable]/[The Notes will be consolidated and form a single Series with [identify earlier Tranche(s)] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 22 below, which is expected to occur on or about [date].] |

3. Specified Currency or Currencies: [●]¹
4. Aggregate Nominal Amount: [[●]]
- [(i)] Series: [●]
- [(ii)] Tranche: [●]
5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [(plus [amount] accrued interest from [insert date]) (if applicable)].
6. (i) Specified Denomination(s): [●]
- (N.B. Where multiple denominations above EUR 100,000 or equivalent are being used the following sample wording should be followed:*
- “[EUR 100,000] and integral multiples of [EUR 1,000] in excess thereof up to and including [EUR 199,000]. No Notes in definitive form will be issued with a denomination above [EUR 199,000].”)*
- (N.B. If an issue of Notes is (i) NOT admitted to trading on an European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Regulation the EUR 100,000 minimum denomination is not required.)*
- (ii) Calculation Amount: [●]
- (If only one Specified Denomination, insert the Specified Denomination.*
- If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
7. (i) Issue Date: [●]
- (ii) Interest Commencement Date: [●]
8. Maturity Date: [specify date] [subject to adjustment in accordance with the Business Day Convention specified in paragraph [14(vi)/16(iii)] below.] (N.B. include adjustment wording for Floating Rate Notes and Adjusted Fixed Rate Notes)
9. Interest Basis: [[●] per cent. Fixed Rate]
- [Reset Notes]

¹ Use the abbreviation “CNY” for CNY Notes

[[Compounded Daily SONIA][Weighted Average SOFR][●] month [[currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / SHIBOR / BBSW / HIBOR / *specify other*]] plus/minus [●] per cent. Floating Rate]

[Zero Coupon]

(further particulars specified below at paragraph [[14] [and] [15]/[16]/[17]])

10. Redemption Basis: [Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100.00/[●] per cent. of their Aggregate Nominal Amount/their Outstanding Principal Amounts].]
11. Change of Interest Basis: [Not Applicable/*or specify details of any provision for convertibility of Notes into another interest basis or cross refer to paragraphs [[14], [15] and/or [16 below]] if details are included there*]
12. Call Option: [Applicable/Not Applicable]
[(see paragraph 18 below)]
13. [(i)] Status of the Notes: [Preferred Senior/Non-Preferred Senior/Subordinated]
[Notes]
- [(ii)] [Date [Board] approval for [●]
issuance of Notes obtained:

(N.B. Only relevant where Board (or similar) authorisation is required for the particular Tranche of Notes)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [●] per cent. per annum payable [annually/semi-annually/quarterly/monthly] in arrear
- (ii) Interest Payment Date(s): [●] in each year
- (iii) Fixed Coupon Amount[(s)]: [[●] per Calculation Amount/Not Applicable]
(N.B. Specify “Not Applicable” for Adjusted Fixed Rate Notes only)
(N.B. The Fixed Coupon Amount for an issue of Notes will not apply if the Calculation Amount has been adjusted)
- (iv) Broken Amount(s): [Not Applicable/[●] per Calculation Amount [for the [short/long] first Interest Period] payable on [●]]

(Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)])

(N.B. The Broken Amount for an issue of Subordinated Notes will not apply if the Calculation Amount has been adjusted as described in the Conditions)

(v) Day Count Fraction: [30/360 / Actual/Actual ([ICMA]/[ISDA]) / Actual/365 (Fixed)]

(N.B. CNY Notes should specify Actual/365 (Fixed))

(vi) Business Day Convention: [Not Applicable/Modified Following Business Day Convention]

(N.B. Adjusted Fixed Rate Notes only)

(vii) Applicable Business Centre(s): [Not Applicable/insert Applicable Business Centre(s)]

(N.B. Adjusted Fixed Rate Notes only)

15. **Reset Note Provisions** [Applicable/Not Applicable]

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

(ii) First Reset Margin: [Plus/Minus][●] per cent. per annum

(iii) Subsequent Reset Margin: [[Plus/Minus][●] per cent. per annum/Not Applicable]

(iv) Interest Payment Date(s): [●] in each year

(v) Fixed Coupon Amount up to (and including) the First Reset Date: [[●] per Calculation Amount/Not Applicable]

(N.B. The Fixed Coupon Amount will not apply if the Calculation Amount has been adjusted, as described in the Conditions)

(vi) Broken Amount(s): [Not Applicable/[●] per Calculation Amount [for the [short/long] first Interest Period] payable on [●]]

(Insert particulars of any initial broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)])

(N.B. The Broken Amount will not apply if the Calculation Amount has been adjusted, as described in the Conditions)

(vii) First Reset Date: [●]

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

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

- (x) Reset Determination Date(s): [●]
(specify in relation to each Reset Date)
- (xi) Relevant Time: [●]
- (xii) Relevant Screen Page: [●]
- (xiii) Reset Reference Rate: [Mid-Swap Rate]/[Reference Bond]/[CMT Rate]
- (xiv) Reset Reference Rate Conversion: [Applicable/Not Applicable]
- (xv) Original Reset Reference Rate Payment Basis: [Annual/Semi-annual/Quarterly/Monthly/Not Applicable]
- (xvi) Mid-Swap Rate: [Single Mid-Swap Rate/Mean Mid-Swap Rate/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- Reference Rate Replacement: [Applicable/Not Applicable]
 - Mid-Swap Floating Leg Maturity: [●]
 - Initial Mid-Swap Rate Final Fallback: [Applicable/Not Applicable]
(If not applicable, delete “Initial Mid-Swap Rate” immediately below)
Initial Mid-Swap Rate: [●] per cent.
 - Reset Period Maturity Initial Mid-Swap Rate Final Fallback: [Applicable/Not Applicable]
(If not applicable, delete “Reset Period Maturity Initial Mid-Swap Rate” immediately below)
 - Reset Period Maturity Initial Mid-Swap Rate: [●] per cent.
 - Last Observable Mid-Swap Rate Final Fallback: [Applicable/Not Applicable]
- (xvii) First Reset Period Fallback Yield: [●]/[Not Applicable]
(N.B. only applicable where the Reset Reference Rate is Reference Bond or CMT Rate)
- (xviii) Fallback Relevant Time: [●]/[Not Applicable]
(N.B. only applicable where the Reset Reference Rate is

CMT Rate)

(xix) Day Count Fraction: [30/360]/[Actual/Actual (ICMA)]/[Actual/365 (Fixed)]

(xx) Calculation Agent: [●]

16. **Floating Rate Note Provisions** [Applicable/Not Applicable]*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Specified Period: [Not Applicable/[●]]

(Specified Period and Interest Payment Dates are alternatives. A Specified Period, rather than Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")

(ii) Interest Payment Dates: [[●]/Not Applicable]

(Specified Period and Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")

(iii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]

(iv) Applicable Business Centre(s): [Not Applicable/*insert Applicable Business Centres*]

(v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]

(vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s): [●]

(vii) Screen Rate Determination: [Applicable/Not Applicable]

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

– Reference Rate: [[Compounded Daily SONIA][Weighted Average SOFR][●] month [[currency] LIBOR / EURIBOR / NIBOR / STIBOR / CIBOR / SHIBOR / BBSW / HIBOR / *specify other*]

– Interest Determination Date(s): [●]

– Relevant Screen Page: [●]

– Relevant Time: [●] in the Relevant Financial Centre

- Relevant Financial Centre: [●]
- Reference Banks: [●]
- SONIA Lag Period (*p*): [[5/[●]] London Business Days/Not Applicable]
- Reference Rate Replacement: [Applicable/Not Applicable]
- (viii) ISDA Determination: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
 - Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
- (ix) Linear Interpolation: [Not Applicable/Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using linear interpolation in accordance with Condition 7.5 (*Linear Interpolation*) (*specify for each short or long interest period*)]
- (x) Margin(s): [Plus/Minus] [●] per cent. per annum
- (xi) Minimum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xii) Maximum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xiii) Day Count Fraction: [●]
- 17. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
 - (i) Accrual Yield: [●] per cent. per annum
 - (ii) Reference Price: [●]
 - (iii) Day Count Fraction: [●]

PROVISIONS RELATING TO REDEMPTION

- 18. **Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
 - (i) Optional Redemption Date(s) (Call): [●]

- (ii) Optional Redemption Amount (Call): ☐ per Calculation Amount/☐
- (iii) If redeemable in part: ☐ Applicable/Not Applicable
- (If not applicable, delete the remainder of this subparagraph)*
- (a) Minimum Redemption Amount: ☐
- (b) Maximum Redemption Amount: ☐
- (iv) Notice period: Minimum period: ☐ days
- Maximum period: ☐ days
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent)*
19. MREL/TLAC Disqualification Event Redemption Option: ☐ Applicable/Not Applicable
- (N.B. Only relevant for Non-Preferred Senior Notes)*
20. Final Redemption Amount: ☐ per Calculation Amount/Not Applicable
21. Early Redemption Amount (Tax): ☐ As set out in the Conditions/☐ per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

22. Form of Notes: [Bearer Notes: ☐ Initially represented by a ☐ Temporary/Permanent] Global Note.] *[Specify. If nothing is specified and this Pricing Supplement does not specify that TEFRA C Rules apply, the Notes will be represented initially by a Temporary Global Note. If this Pricing Supplement specifies that TEFRA C Rules apply, the Notes will be represented by a Permanent Global Note.]*
- ☐ Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on ☐ days' notice/at any time/in the limited circumstances described in the Permanent Global Note.]
- ☐ Temporary Global Note exchangeable for Definitive Notes.]
- ☐ Permanent Global Note exchangeable for Definitive Notes on ☐ days' notice/at any time/in the limited circumstances

described in the Permanent Global Note.]]

(N.B. In the case of Bearer Notes, the exchange upon notice/at any time options as specified above and in the Conditions should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: “[EUR 100,000 and integral multiples of EUR 1,000 in excess thereof and up to and including EUR 199,000].”)

[Registered Notes:

[Regulation S Global Note ([currency]][●] aggregate nominal amount) [registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg/a common safe-keeper for Euroclear and Clearstream, Luxembourg] exchangeable for Registered Notes on [●] days’ notice/at any time/in the limited circumstances described in the Global Registered Note.]

[Rule 144a Global Note ([currency]][●] aggregate nominal amount) [registered in the name of Cede & Co. as nominee for DTC] exchangeable for Registered Notes on [●] days’ notice/at any time/in the limited circumstances described in the Global Registered Note.]]

[VP Systems Notes issued in uncertificated and dematerialised book entry form. See further paragraph [5] of Part B below.]

(N.B. CNY Notes can only be issued as Bearer Notes)

- | | | |
|-----|---|---|
| 23. | New Global Note form: | [Applicable/Not Applicable] |
| 24. | Applicable Financial Centre(s): | [Not Applicable/Give details. See definition of Payment Business Day, business day or VP Systems Notes payment day, as applicable, in the Conditions. Note that this paragraph relates to the date and place of payment, and not to Interest Payment Dates] |
| 25. | Currency Events: | [Applicable/Not Applicable] |
| | | <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i> |
| | [(i) Relevant Currency: | [euro/specify other] |
| | [(ii) Event Currency Jurisdiction: | [specify]] |
| | | <i>(N.B. delete in the case of CNY Notes)</i> |
| | [(ii)/iii) [Currency Calculation Agent: | [●]] |
| 26. | MREL/TLAC Disqualification Event Substitution/Variation Option: | [Applicable/Not Applicable] |

(N.B. Only relevant for Non-Preferred Senior Notes)

27. Talons for future Coupons to be attached to Definitive Notes: [Yes. As the Notes have more than 27 coupons payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]
28. Other terms and conditions: [[●]/Not Applicable]

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

Signed on behalf of the Issuer:

By: By:
Duly authorised Duly authorised

[CC: Citibank, N.A., London Branch as Fiscal Agent [and Citigroup Global Markets Europe AG as Principal Registrar]] (*Not applicable for VP Systems Notes*)

PART B – OTHER INFORMATION

1. Listing and Admission to Trading

- (i) Listing: [Specify/Not Applicable]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [specify] with effect on or about [●]/Not Applicable.]
- (Where documenting a fungible issue, need to indicate that original securities are already admitted to trading.)*
- (iii) Estimate of total expenses relating to admission to trading: [[●]/Not Applicable]

2. Ratings

- Ratings: [Not Applicable/The Notes to be issued [[have been]/[are expected to be]] rated [●] by [insert the legal name of the relevant credit rating agency entity(ies)].]
- [There is no guarantee that [any of] the above rating[s] will be maintained following the date of this Pricing Supplement. Up-to-date information should always be sought by direct reference to the relevant rating agency.]
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*
- Each of [relevant rating agency] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).

3. [Interests of Natural and Legal Persons involved in the [Issue/Offer]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

Save as discussed in the “Subscription and Sale” and “General Information” sections of the [Current] Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.]

[4.] Fixed Rate Notes and Reset Notes only – Yield

- Indication of yield: [●]

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]²

[5.] **Operational Information**

ISIN Code/[CUSIP]: [●]

Common Code: [●]

Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes. Note that the designation “Yes” simply means that the Notes are intended upon issue to be deposited with one of Euroclear Bank SA/NV and/or Clearstream Banking S.A. [(together, the “**ICSDs**”)] as common safe-keeper [(and registered in the name of a nominee of one of the ICSDs acting as common safe-keeper,)]*[include this text for Registered Notes]* and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.]

[Yes. Note that the designation “Yes” does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.](*Include for issues of relevant VP Systems Notes only*)

[No. Whilst the designation is specified as “No” at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of Euroclear Bank SA/NV and/or Clearstream Banking S.A. [(together, the “**ICSDs**”)] as common safe-keeper [(and registered in the name of a nominee of one of the ICSDs acting as common safe-keeper,)]*[include this text for Registered Notes]*. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. (including The Depositary

[Not Applicable/ The Depositary Trust Company/ *give name(s) and number(s)*/ VP, VP identification number: [●]/VPS, VPS identification number: [●]/Euroclear

²

Complete section only if applicable. Otherwise delete and re-number sections accordingly.

Trust Company) and the relevant identification number(s): Sweden, Euroclear Sweden identification number: [●]. The Issuer shall be entitled to obtain certain information from the register maintained by [VP]/[VPS]/[Euroclear Sweden] for the purpose of performing its obligations under the issue of VP Systems Notes] *(delete as applicable)*

Settlement Procedures: [Specify whether customary medium term note/ other settlement and payment procedures apply]

Delivery: Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) or, in the case of Registered Notes only, alternative Registrar (if any): [Not Applicable/[●]]

[6.] **Distribution**

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

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

(iii) Date of Subscription Agreement: [Not Applicable/[●]]

(iv) Stabilising Manager(s) (if any): [Not Applicable/*give name*]

(v) If non-syndicated, name of relevant Dealer: [Not Applicable/*give name*]

(vi) TEFRA Rules: [As set out in the [Current] Base Prospectus/TEFRA C Rules apply/Not Applicable]

(Specify whether the automatic position in the Base Prospectus applies (i.e. TEFRA D Rules apply) or TEFRA C Rules apply or whether TEFRA Rules are not applicable.)

(vii) Prohibition of Sales to European Economic Area and United Kingdom Retail Investors: [Applicable/Not Applicable]

(If the Notes clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Notes may constitute “packaged” products, “Applicable” should be specified.)

[7.] **Reasons for the offer**

Use of Proceeds: [General Business Purposes][Green Bonds][Issuer’s Capital Base][●]

(See “Use of Proceeds” wording in the Base Prospectus – if reasons for the offer are different from general business purposes, Green Bonds and/or the Issuer’s capital base, will need to include those reasons here.)

USE OF PROCEEDS

An amount equal to the net proceeds from each Tranche of Notes will, unless otherwise specified in the relevant Final Terms or, (in the case of Exempt Notes only), the relevant Pricing Supplement, be applied/allocated by the Issuer as follows:

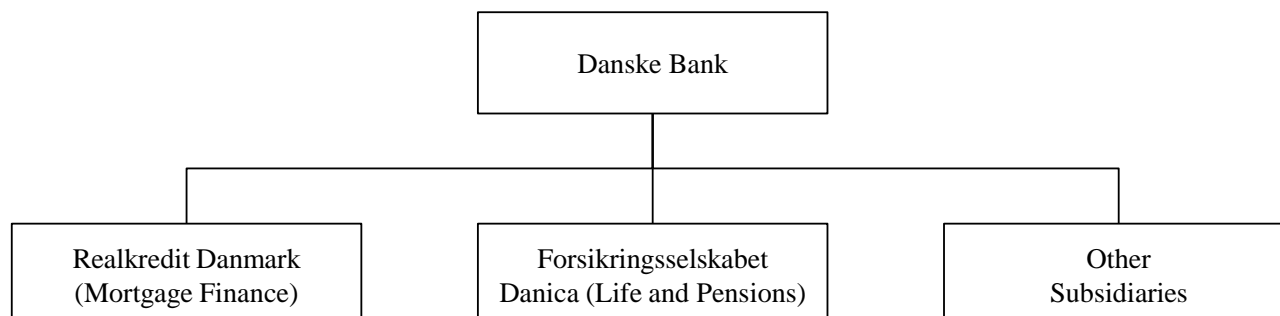
- (a) where “General Business Purposes” is specified in the relevant Final Terms or Pricing Supplement, for its general business purposes; or
- (b) where “Green Bonds” is specified in the relevant Final Terms or Pricing Supplement, to finance or re-finance, in whole or in part, Green Loans located predominantly in the Nordic region and originated by the Issuer that promote the transition to low-carbon, climate resilient and sustainable economies, in each case as determined by the Issuer in accordance with the Green Loan categories set out in the Issuer’s Green Bond Framework available on the Issuer’s website (<https://danskebank.com>) and in effect at the time of issuance of the Green Bonds; or
- (c) where “Issuer’s Capital Base” is specified in the relevant Final Terms or Pricing Supplement, the net proceeds of the issue of each Tranche of Subordinated Notes will form part of the Issuer’s capital base.

For the purposes of this section:

“**Green Loans**” are loans and investments within the Green Loan categories set out in the Issuer’s Green Bond Framework. Such Green Loan categories are outlined in the Issuer’s Green Bond Framework and currently include those which relate to: clean transportation; renewable energy; transmission and energy storage; environmentally sustainable management of living natural resources and land use; green and energy efficient buildings; pollution prevention and control; sustainable water and wastewater management; and climate change adaption.

DESCRIPTION OF THE DANSKE BANK GROUP

The general corporate structure of the Danske Bank Group (the “**Danske Bank Group**” or the “**Group**”) is as shown below:



Overview

The Group is the leading financial service provider in Denmark (source: the DFSA) measured by total working capital as at 30 September 2019, and one of the largest in the Nordic region measured by total assets as at 31 December 2019. The Group offers customers a wide range of services in the fields of banking, mortgage finance, insurance, pension, real-estate brokerage, asset management and trading in fixed income products, foreign exchange and equities. The Issuer is the largest bank in Denmark (source: the DFSA), is one of the larger banks in Finland and Northern Ireland, and has challenger positions in Sweden and Norway. As at 31 December 2019, the Group's total assets amounted to DKK 3,761 billion (EUR 503.5 billion)¹ and the Group employed 22,006 full-time equivalent employees. As at the same date, the Group had approximately 3.3 million customers and approximately 2.5 million customers used the Group's online services. The Group had 221 branches as at 31 December 2019.

Danske Bank A/S (“**Danske Bank**” or the “**Issuer**”) is the parent company of the Group. Danske Bank is a Nordic bank with bridges to the rest of the world, and its core markets are Denmark, Sweden, Norway and Finland. In these countries, it serves all types of customers, from retail customers and commercial to large corporate and institutional customers. It also operates in Northern Ireland, where it serves both retail and commercial customers. The Group has additional offices in several other European countries including a subsidiary in Luxembourg and branch offices in Poland, Germany and the U.K., where its main offerings are solutions for Nordic and local businesses as well as private banking clients. The Group also conducts broker-dealer activities in the United States.

The registered office of the Issuer is at 2-12 Holmens Kanal, DK-1092 Copenhagen K, Denmark, with telephone number +45 33 44 00 00 and Danish corporate registration number 61126228.

The Issuer's History and Development

The Issuer was founded in Denmark and registered on 5 October 1871 and has, through the years, merged with a number of financial institutions. The Issuer is a commercial bank with limited liability and carries on business under the Danish Financial Business Act. The Issuer is registered with the Danish Business Authority.

In the period from 1997-2007, the Issuer strengthened its position in the Nordic region through acquisitions. In 1997, it acquired Östgöta Enskilda Bank in Sweden, in 1999, Fokus Bank A/S in Norway and, in 2000, RealDanmark and its subsidiaries BG Bank A/S and Realkredit Danmark A/S. Furthermore, on 1 March 2005, the Issuer acquired Northern Bank Limited in Northern Ireland and National Irish Bank in the Republic of

¹ Unless specified, DKK amounts are converted into EUR at FX rate = 7.4698 DKK per EUR.

Ireland, and, on 1 February 2007, it acquired Sampo Bank plc in Finland (now Danske Bank A/S, Finland Branch), including Sampo Bank plc's activities in the three Baltic countries and a subsidiary in St. Petersburg, Russia.

Effective 1 June 1998, all branches of Östgöta Enskilda Bank were converted into branches of the Issuer and, effective 1 April 2007, Fokus Bank A/S and National Irish Bank were converted into branches of the Issuer and, in June 2008, the three Baltic banks, AS Sampo Bank in Estonia, AS Sampo Banka in Latvia and AB Sampo bankas in Lithuania, were converted into branches of the Issuer. In November 2012, the Group rebranded its banking units and since then it has marketed all of its banking operations under the Danske Bank brand name. With effect from 1 January 2014, the Group refocused its activities in the Republic of Ireland to serve exclusively Corporates & Institutions' clients. All other activities in the Republic of Ireland were transferred to the Non-core business unit. With effect from 1 January 2015, the Group refocused its activities in the Baltic countries to serve Business Banking customers. All Personal Banking customers in the Baltic countries were transferred to the Non-core business unit.

In October 2017, the Danish MobilePay activities were transferred from Danske Bank to the 100 per cent. owned subsidiaries, MobilePay A/S and MobilePay Denmark A/S, which hold the intellectual rights to MobilePay and the Danish MobilePay customers, respectively.

On 26 June 2017, Danske Hypotek AB (publ) ("**Danske Hypotek**") was granted a licence by the Swedish Financial Supervisory Authority to conduct financing business as a credit market company in Sweden as well as a licence to issue covered bonds under the Swedish Covered Bonds Act. Danske Hypotek is a wholly-owned subsidiary of the Issuer and has been established for the purpose of managing the Group's issuance of covered bonds under the Swedish Covered Bonds Act. The Issuer will originate mortgage loans to be contained in the cover pool of Danske Hypotek under the terms of a mortgage loan sale agreement. In addition to acquiring mortgage loans originated by the Swedish Branch of the Issuer, Danske Hypotek may, in the future, originate its own Swedish mortgage loans as an original lender. All properties that constitute security for the mortgage loans in the Danske Hypotek cover pool will be located in Sweden.

On 31 October 2017 the mortgage credit banking business of Danske Bank Plc, including the outstanding covered bonds issued by Danske Bank Plc and the relevant mortgage loans contained in the respective cover pool, was transferred to a new company, Danske Mortgage Bank Plc. Danske Mortgage Bank Plc is a wholly-owned subsidiary of the Issuer and holds a licence as a mortgage credit bank under the Finnish Act on Mortgage Credit Bank Operations. Following the completion of this demerger, and as part of efforts to simplify the organisation and improve efficiency, the Group merged its remaining activities in Finland, consisting of Danske Bank Plc and Danske Bank A/S, Helsinki Branch, into a single branch, Danske Bank A/S, Finland Branch. Following completion of this cross-border merger in December 2017, the Issuer would originate mortgage loans to be contained in the cover pool of Danske Mortgage Bank Plc under the terms of a servicing agreement. All properties that constitute security for the mortgage loans in the Danske Mortgage Bank Plc cover pool will be located primarily in Finland.

In December 2017, the Group entered into an agreement to purchase all shares of the Danish companies SEB Pensionforsikring A/S (including the property subsidiaries SEB Ejendomme I A/S and SEB Ejendomme II A/S) and SEB Administration A/S; the acquired companies are referred to as SEB Pension Danmark. Regulatory approvals were received on 30 May 2018, and the transaction was finalised on 7 June 2018. The companies have subsequently been renamed Danica Pensionsforsikring A/S and Danica Administration A/S. SEB Pensionsforsikring is a major player in the Danish pension and commercial market. The principal activities of SEB Administration are to provide administrative and agency services to the companies of the SEB Pension Danmark and other support function services. Through the acquisition of SEB Pension Danmark, the Group will increase its presence in the Danish pension market, strengthen its innovation capacity and be able to offer its customers even better pension and insurance solutions.

On 11 December 2018, the Group announced the sale of Danica Pension Försäkringsaktiebolag (publ) (Danica Pension Sweden). The sale was completed on 2 May 2019.

In April 2018, the Group announced that it had decided to align its business activities in the Baltic countries in accordance with the Group's strategy of focusing on customers in the Nordic region. As a result, all other local Baltic customers were transferred to the Non-core business unit. On 19 February 2019 it was announced that the Group will close all of its banking activities in the Baltics and Russia. In Estonia, the Estonian FSA has ordered the Issuer to cease all banking operations within eight months. In Latvia, Lithuania and Russia, the decision to close operations follows the Group's strategy to focus on the Group's Nordic core markets. All banking activities in Baltics and Russia have been transferred to the Non-core business unit and the winding-up is proceeding according to the plan.

In June 2019, the Group entered into an agreement with AS LHV Pank with the intention for the counterparty to acquire the Group's loan portfolio of local personal customers in Estonia. The sale was settled in November 2019. On 1 October 2019, the Issuer announced that the Danske Bank Estonia branch entered into liquidation. All daily banking for all customers has been closed and the corporate loan portfolio has been transferred to Danske Bank's Lithuania branch for winding-up. A number of customers banking with the Group in the Nordics have transferred their banking business from Estonia to Danske Bank branches in the Nordics. The Group has exited its banking activities in Estonia and Russia. In December 2019 and January 2020, the Group entered into agreements to sell its personal customer loan portfolios in Latvia and Lithuania. The sale of the Latvian personal customer portfolio was completed in February 2020. The sale of the Lithuanian personal customer portfolio is expected to be settled in the first half of 2020. Subsequently, the Lithuanian branch will hold only a portfolio of commercial loans, which will mature according to contractual terms.

The following table sets forth certain financial highlights of the Group:

Financial highlights

	(DKKm)			(EURm)		
Danske Bank Group	2019	2018	2017	2019	2018	2017
Total income	44,982	44,365	48,149	6,022	5,941	6,467
Operating expenses	27,548	25,011	22,722	3,688	3,349	3,052
Goodwill impairment charges	1,603	-	-	215	-	-
Loan impairment charges	1,516	(650)	(873)	203	(87)	(117)
Profit before tax, core	14,315	20,004	26,300	1,916	2,679	3,533
Profit before tax, Non-core	(493)	(282)	(12)	(66)	(38)	(2)
Profit before tax	13,822	19,722	26,288	1,850	2,641	3,531
Tax*	(1,249)	4,548	5,388	(167)	609	724
Net profit for the Year	15,072	15,174	20,900	2,018	2,032	2,807
Balance Sheet:						
Loans	1,821,309	1,769,438	1,723,025	243,823	236,958	231,431
Trading portfolio assets	495,313	415,811	449,292	66,309	55,684	60,347
Assets in Non-core	7,519	14,346	4,886	1,007	1,921	656
Other assets	1,436,909	1,378,872	1,362,325	192,362	184,655	182,983
Total assets	3,761,050	3,578,467	3,539,528	503,501	479,218	475,417
Deposits	962,865	894,495	911,852	128,901	119,788	122,477
Bonds issued by Realkredit Danmark	795,721	741,092	758,375	106,525	99,245	101,862
Trading portfolio liabilities	452,190	390,222	400,596	60,536	52,257	53,807
Liabilities in Non-core	2,501	4,014	3,094	335	538	416
Other liabilities	1,377,265	1,385,369	1,297,356	184,378	185,525	174,256

Danske Bank Group	2019	2018	2017	2019	2018	2017
Total liabilities	3,590,542	3,415,192	3,371,273	480,675	457,353	452,818
Additional tier 1 etc.	14,237	14,299	14,339	1,906	1,915	1,926
Shareholders' equity	156,271	148,976	153,916	20,920	19,950	20,673
Earnings per share	16.7	16.5	22.2	2.2	2.2	3.0
Total capital ratio (%)	22.7	21.3	22.6	-	-	-
Common equity tier 1 capital ratio (%)	17.3	17.0	17.6	-	-	-
Exchange rate (DKK/EUR) (End of period)				7.4698	7.4451	7.4343

Source: Annual Report 2019, pg. 8.

* The Group has restated the comparative financial highlights as at and for the year ended 31 December 2018 in the Group's Annual Financial Statements, Annual Report 2019. The above tables reflect the restated figures for the year ended 31 December 2018.

Other assets include Due from credit institutions and central banks, Repo loans, Investment securities and Assets under insurance contracts. Other liabilities include Due to credit institutions and central banks, Repo deposits, Other issued bonds, Liabilities under insurance contracts and Subordinated debt.

Business Units

The Group consists of five business units, a Non-core unit and Other Activities: Banking DK, Banking Nordic, Corporates & Institutions, Wealth Management and Northern Ireland. The Wealth Management business unit includes Danica Pension, Danske Invest and Asset Management.

The following table sets forth certain information regarding the business units of the Group:

(DKK million)							
Business Segments	Banking DK	Banking Nordic	C&I	Wealth Management	Northern Ireland	Other Activities⁽¹⁾	Non-core
2019							
Total income	14,912	10,567	8,688	7,398	2,011	1,407	-
Operating expenses	8,736	6,269	4,834	3,589	1,216	2,903	-
Goodwill impairment charges	-	-	803	800	-	-	-
Profit before loan impairment charges	6,176	4,298	3,051	3,009	794	(1,497)	-
Loan impairment charges	(342)	510	1,348	-	5	(5)	-
Profit before tax, core	6,518	3,788	1,703	3,009	789	(1,491)	-
Profit before tax, Non-core	-	-	-	-	-	-	(493)
Cost/income ratio (%)	58.6	59.3	64.9	59.3	60.5	163.1	-
Full-time-equivalent staff (end of period)	4,588	2,599	1,665	1,563	1,285	10,147	159
Loans, excluding reverse transactions (end of period)	933,487	631,094	205,992	128	53,591	29,085	-
Deposits, excluding repo deposits (end of period)	357,967	270,522	270,685	162	70,943	2,291	-

Source: Annual Report 2019.

(1) "Other Activities" includes Group Treasury and Group support functions. In the reporting of the business unit "Other Activities," the income statement includes the effects of the eliminations.

Organisational structure

Changes to the Group's Organisation

On 5 September 2019, the Issuer announced adjustments to its organisation. Group Development, part of Other Activities, was dissolved and most of its activities were transferred to the banking units. The Private Banking activities, which have been part of Wealth Management were transferred to the business units.

Strategy

In 2018, the Group launched a strategy with the ambition of being the “Nordic Integrator bank” and to move closer to and to become more relevant for customers, break down internal silos and become even more integral to the societies in which the Group is a part. Since the launch of this strategy, the Group has faced a number of challenges – some of which impact the sector as a whole (such as changing customer expectations and a challenging macro-economic environment) and some of which are specific to the Group (such as cost base under pressure and increased complexity). Such challenges have led the Group to set targets relating to its customer satisfaction, employee engagement, society and shareholders (achieving a return on shareholders' equity of 9–10 per cent. and a cost-income ratio in the low 50s). To reach these targets, the Group has launched a comprehensive transformation program across the Group to become a better bank towards 2023 and deliver on its objectives towards customers, employees, society and other stakeholders.

Banking DK

Banking DK serves retail and commercial customers in Denmark. The unit offers retail customers' advice tailored to their financial needs and is a leading provider of daily banking, home financing, investment and retirement planning solutions. For commercial customers, the unit provides targeted advice and solutions based on the size and situation of the customers' business. Services include strategic advice on, for instance, international expansion, and acquisitions. The unit offers digital solutions to facilitate daily operations, including cross-border transfers and cash management. As at 31 December 2019, the Banking DK business unit had 4,588 full-time equivalent employees.

Banking Nordic

Banking Nordic serves retail and commercial customers in Sweden, Norway and Finland, providing customer offerings similar to those of Banking DK. In addition, the unit encompasses the Group's global asset finance activities, such as lease activities. As at 31 December 2019, the Banking Nordic business unit had 2,599 full-time equivalent employees.

Corporates & Institutions

C&I is the wholesale banking division of the Group. It serves all of the Group's corporate and institutional customers by offering expertise within financing, general banking, investment services and corporate finance advisory services. In addition, the unit operates globally, supported by global product areas and local customer coverage, and acts as a bridge to the world for Nordic customers as well as a gateway into the Nordics for international customers. The unit bridges the financial needs of the institutional and corporate sectors, connecting issuers and investors. The unit is organised in four areas: a customer unit, named General Banking, and three product areas: Capital Markets, Fixed Income & Currencies (FI&C) and Transaction Banking & Investor Services. As at 31 December 2019, the C&I business unit had 1,665 full-time equivalent employees.

Wealth Management

Wealth Management serves companies and institutional investors in the markets in which the Group operates. The unit offers a broad range of products and services within wealth and asset management, investments, pension savings and insurance. The unit encompasses expertise from Danica Pension, Danske Invest and Asset Management. As at 31 December 2019, the Wealth Management business unit had 1,563 full-time equivalent employees, and the assets managed by Wealth Management amounted to DKK 1,651 billion.

Northern Ireland

Northern Ireland serves retail and commercial customers through a network of branches and business centres in Northern Ireland alongside digital channels. As at 31 December 2019, the Northern Ireland business unit had 1,285 full-time equivalent employees.

Non-core

Non-core includes certain customer segments that are no longer considered part of the core business. The Non-core business unit is responsible for the controlled winding-up of this part of the loan portfolio. The portfolio consists primarily of loans to customers in the Baltics and liquidity facilities for special purpose vehicles and conduit structures.

Other Activities

Other Activities consists of the following Group resource and service functions: Group Risk Management (including Group Legal); the CFO area (including Group Treasury); the COO area (including IT and Services); Group HR; Group Compliance and Group Communications & Relations. These service areas support the main business units, performing tasks that span various customer groups and markets.

Funding structure

The Group continues to ensure that it has a prudent ratio between lending and long-term funding. In addition, the Group has comprehensive and well-established funding programmes, including covered bonds. Covered bonds help diversify the Group's funding across investors and maturities.

Group funding sources (by type) (Year-end)

(%)	2019	2018
Central banks, Credit institutions and repo transactions	(1)	5
Short-term bonds	1	1
Long-term bonds	10	8
Total covered bonds	15	15
Deposits	64	59
Subordinated debt	2	1
Shareholders' equity	11	10
Total	100	100

Comparatives have been restated to include repo transactions at fair value.

Source: Annual Report 2019, pg. 204.

The Group has two channels through which it grants mortgage loans: (i) Realkredit Danmark A/S; and (ii) the Issuer itself including bank and mortgage bank subsidiaries.

The mortgage loans on the Realkredit Danmark A/S platform are funded through the issuance of mortgage bonds according to the Danish Mortgage-Credit Loans and Mortgage-Credit Bonds, etc. Act and executive orders issued by the DFSA.

Shareholders' equity

The Issuer's shareholders' equity was DKK 156.3 billion (EUR 20.9 billion) as at the end of 2019, as against total equity at 1 January 2019 of DKK 149.0 billion (EUR 20.0 billion)².

At year-end 2019, the Issuer's authorised and issued share capital totalled DKK 8,621,846,210 (EUR 1.154 billion) based on 862,184,621 shares of DKK 10 (EUR 1.339) each. The Issuer's shares are listed on the Nasdaq Copenhagen A/S.

In February 2018, the Issuer announced that the Board of Directors had approved a share buy-back programme for DKK 10 billion (EUR 1.34 billion)³, with a maximum of 85 million shares. The programme was to be conducted from 5 February 2018 until 1 February 2019 at the latest. The Issuer announced that the Board of Directors intended to propose to the general meeting of shareholders of the Issuer ("**General Meeting**") in 2019 that the shares purchased under the current share buy-back programme should be cancelled. However, on 4 October 2018 the Issuer announced that the Board of Directors had decided to discontinue the share buy-back programme. The last trade date under the programme was 3 October 2018, at which date the total number of shares repurchased was 33,769,000 for a total amount of approximately DKK 6.9 billion (EUR 0.93 billion)⁴. On 29 April 2019, the share capital was reduced by DKK 337,690,000 (EUR 45,235,831)⁵ nominally by cancelling 33,769,000 shares from the Issuer's holding of own shares acquired under the 2018 share buy-back programme. After the reduction, the Issuer's share capital amounted to DKK 8,621,846,210, nominally corresponding to 862,184,621 shares of DKK 10 each.

At year-end 2019, the Issuer had approximately 284,000 shareholders. According to the Danish Companies Act, shareholders must notify a company if their shareholding exceeds 5 per cent. of the company's share capital or if any change occurs in a previously notified shareholding to the effect that the 5, 10, 15, 20, 25, 50, 90 or 100 per cent. thresholds and the thresholds of one-third or two-thirds of the voting rights or the share capital are reached or no longer reached.

As of year-end 2019, one shareholder group had notified the Issuer of holding 5 per cent. or more of the Issuer's share capital and voting rights:

- A.P. Møller-Holding Group held a total (directly and indirectly) of more than 20.0 per cent. of the shares and the voting rights of the Issuer.

The Issuer estimates that, as of 31 December 2019, 53 per cent. of its share capital was held by investors inside of Denmark and 47 per cent. of its share capital was held by investors outside of Denmark. Most foreign investors are based in the United States and the United Kingdom.

Capital and Solvency

The Group's capital base consists of tier 1 capital (common equity tier 1 capital and additional tier 1 capital instruments) and tier 2 capital. At 31 December 2019, the capital base of the Group amounted to DKK 174.2 billion (EUR 23.3 billion), the total capital ratio for the Group was 22.7 per cent., with a common equity

² FX rate at 1 January 2019 = 7.4673 DKK per EUR.

³ FX rate at 5 February 2018 = 7.4433 DKK per EUR.

⁴ FX rate at 3 October 2018 = 7.4567 DKK per EUR.

⁵ FX rate at 29 April 2019 = 7.4651 DKK per EUR.

tier 1 capital ratio of 17.3 per cent. and a tier 1 capital ratio of 20.4 per cent. At 31 December 2019, the total capital ratio for the Issuer was 26.4 per cent. with a CET1 ratio of 20.1 per cent. and a tier 1 capital ratio of 23.7 per cent.

At the end of 2019, the Group's REA amounted to DKK 767 billion (EUR 102.7 billion), against DKK 748 billion (EUR 100.2 billion)⁶ at the end of 2018. The increase in REA is mainly driven by an increase in market risk REA of DKK 9.4 billion (EUR 1.3 billion) from a technical change and an increase in credit risk REA of DKK 13.5 billion (EUR 1.8 billion) from a model change and the implementation of IFRS16. The increase in market risk REA and credit risk REA is counterbalanced by a decrease in operational risk REA of DKK 5 billion (EUR 0.7 billion) from lower income compared to 2016.

The following table below shows the total capital ratio, tier 1 capital ratio and common equity tier 1 capital ratio. The second table shows the risk exposure amounts, tier 2 capital instruments and additional tier 1 capital instruments.

Danske Bank Group			
(%)	31 Dec. 2019	31 Dec. 2018	
Total capital ratio	22.7	21.3	
Tier 1 capital ratio.....	20.4	20.1	
Common equity tier 1 capital ratio, excluding hybrid core capital.....	17.3	17.0	

Note: The ratios are calculated in accordance with the Danish Financial Business Act.

Source: Annual Report 2019, pg. 76.

Danske Bank Group	(DKKm)		(EURm)	
	31 Dec. 2019	31 Dec. 2018	31 Dec. 2019	31 Dec. 2018
Risk exposure amount	767,177	748,104	102,704	100,184
Additional tier 1 capital instruments	23,944	23,677	3,205	3,171
Tier 2 capital instruments	17,598	9,161	2,356	1,227
Exchange Rate (DKK/EUR)			7.4698	7.4673

Source: (DKK amounts) Annual Report 2019, pg. 76.

On 3 May 2018, the DFSA ordered the Board of Directors and the Executive Board (since re-named to the Executive Leadership Team) to reassess the Issuer's and the Group's solvency need in order to ensure an adequate internal capital coverage of compliance and reputational risks as a result of weaknesses in the Group's governance. The DFSA initially estimated that a Pillar 2 add-on should amount to at least DKK 5 billion (EUR 0.67 billion)⁷. On 4 October 2018, the DFSA ordered the Group to reassess its solvency need with a view to

⁶ FX rate at 31 December 2018 = 7.4673 DKK per EUR.

⁷ FX rate at 3 May 2018 = 7.4497 DKK per EUR.

adding an absolute minimum of DKK 10 billion (EUR 1.34 billion)⁸ to the Group's Pillar 2 requirement (including the DKK 5 billion Pillar 2 add-on ordered in the DFSA decision dated 3 May 2018). The DKK 10 billion are required to be fully met with CET1 capital and constituted 1.3 percentage points of the solvency need as of end December 2019.

During 2019, the Board of Directors also increased the Group's Pillar 2 add-ons because of increased product governance risk, following the Flexinvest Fri investigation, and following an inspection of the Group's IT governance structure. As of 31 December 2019, these Pillar 2 add-ons constituted 0.5 percentage points of the solvency need.

At the end of December 2019, the Group's solvency need was 12.7 per cent., an increase of 0.9 percentage points from the level at the end of 2018. As of 31 December 2019, the Group's total capital ratio was 22.7 per cent. and the CET1 capital ratio was 17.3 per cent.

Subordinated debt and additional tier 1 capital

During 2019, the Group issued three tier 2 capital instruments (on 22 March 2019, 11 November 2019 and 14 November 2019), and redeemed three tier 2 capital instruments (on 5 June 2019 and 6 June 2019). The instruments issued have nominal values of EUR 750 million (DKK 5,597 million⁹), EUR 750 million (DKK 5,604 million¹⁰) and SEK 1,000 million (DKK 700 million¹¹) (in total, DKK 11,901 million), while the three instruments redeemed have nominal values of SEK 900 million (DKK 636 million¹²), SEK 1,600 million (DKK 1,131 million¹³), and DKK 1,700 million (in total, DKK 3,467 million).

Capital regulation

The Issuer is following the phase-in of the CRR and the CRD IV Directive in accordance with Danish rules.

The impact of IFRS 9 on regulatory capital is subject to a five-year phase-in period from 1 January 2018, whereby an institution is allowed to include in its CET1 capital a portion of the increased expected credit loss provisions for a transition period. The transition method applied for the Group is based on a so-called dynamic approach taking into account both the initial impact and the evolution of the new expected credit loss provisions during the transition period. At the end of 2019, the Issuer estimated that the remaining effect of the CRR and the CRD IV Directive on its fully-loaded CET1 capital ratio, including the impact from IFRS will be an additional reduction of approximately 0.2 percentage points.

The DFSA has approved the Issuer's continuing use of the financial conglomerate deduction method for holdings in Danica Pension. The deduction is based on Danica Pension's solvency need rather than on its minimum capital requirement. The non-deductible part of the holdings will be risk-weighted at 100 per cent.

Distributions of Dividends

At the board meeting on 31 January 2019, the Issuer's dividend policy was revisited, and going forward the payout ratio will continue to be 40-60 per cent. of net profits. The wide dividend policy range will allow flexibility in capital distributions, while still offering the Issuer the possibility of handling profitable growth as well as the effects of pending regulation.

⁸ FX rate at 4 October 2018 = 7.4567 DKK per EUR.

⁹ FX rate = 7.4629 DKK per EUR

¹⁰ FX rate = 7.4721 DKK per EUR

¹¹ FX rate = 0.7002 DKK per SEK

¹² FX rate = 0.7069 DKK per SEK

¹³ FX rate = 0.7069 DKK per SEK

For 2019, a dividend of DKK 8.5 (EUR 1.138) per share was proposed and pending approval at the annual General Meeting originally planned to take place on 17 March 2020. The proposed dividend corresponds to 49 per cent. of the reported net profit for the year. As a consequence of the COVID-19 situation, the annual General Meeting was however postponed pending clarity as to the COVID-19 situation. Further to this, the Board of Directors is reassessing the proposed dividend in light of the COVID-19 situation. The Group launched a share buy-back programme in February 2018. The Group received the DFSA's approval to acquire own shares for a total value of DKK 10.0 billion (EUR 1.34 billion)¹⁴. According to the rules of CRR, the Group has to deduct the approved amount in the CET1 capital with the receipt of the DFSA's approval. As a further prudency measure due to the current circumstances and in addition to the increased capital targets, the Board of Directors decided on 4 October 2018 to discontinue the 2018 share buy-back programme. The programme was due to end on 1 February 2019. By the date of discontinuation, the Issuer had bought back a total of 33.8 million shares for a gross value of DKK 6.9 billion (EUR 0.93 billion)¹⁵ (figures at trade date). The discontinuation added approximately 0.4 percentage points to the Issuer's CET1 capital ratio in the fourth quarter of 2018.

Due to continued uncertainty regarding consequences of the Estonia case, no share buy-back programme has been initiated in 2019.

Risk Management

Introduction

The Issuer's Rules of Procedure for the Board of Directors of the Issuer and the Executive Leadership Team (the "**Rules of Procedure**") specify the responsibilities of the two boards and the division of responsibilities between them. The Rules of Procedure and the two-tier management structure, which were developed in accordance with Danish law, regulations and relevant corporate governance recommendations are central to the organisation of risk management and the delegation of authorities throughout the Group.

The Board of Directors appoints members to the Executive Leadership Team, the chief audit executive ("**CAE**") and the Company Secretary. In accordance with the rules of procedure, the Board of Directors approves the Group's overall business model, strategy, risk appetite, risk profile, policies and instructions with mandates to the Executive Leadership Team. In addition, the Board of Directors receives regular reports, monitors the main risks and reviews the largest credit exposures.

The Executive Leadership Team is responsible for the Group's day-to-day management as stated in the rules of procedure. It supervises the Group's risk management practices, oversees developments in Group Compliance's methods such as for anti-money laundering, approves credit applications up to a defined limit and ensures that bookkeeping and asset management are sound and in accordance with the Group's business model, strategy, policies and instructions established by the Board of Directors and in compliance with applicable legislation. The Executive Leadership Team consists of the chief executive officer, the heads of the four main business units and the heads of CFO area, COO Area, Group Compliance and Group Risk Management.

The Group's risk management practices are organised according to the three-line-of-defence model. The three lines of defence segregate duties between (i) units that enter into business transactions with customers or otherwise expose the Group to risk (risk ownership), (ii) units in charge of risk oversight and challenge in respect of risk owners (risk oversight), and (iii) Group Internal Audit (risk assurance).

The first line of defence owns and manages the business activities and related risks. It consists of frontline and direct support functions and includes the business units, COO Area, CFO Area, Group Legal, Group HR as well as Group Communications, Brand & Marketing. These units are responsible for identifying and managing risks across national borders, including designing, implementing and operating effective controls. Risks must be managed in line with delegated responsibilities and policies as set by the second line of defence and

¹⁴ FX rate at 5 February 2018 = 7.4433 DKK per EUR.

¹⁵ FX rate at 3 October 2018 = 7.4567 DKK per EUR.

approved by the Board of Directors. The mandate of the business units is governed by risk policies, instructions, risk committees, risk appetite targets and limits.

The second line of defence provides the risk management framework and performs risk oversight. It consists of Group Risk Management and Group Compliance. These units are responsible for setting the standards, policies and methods under which the first line of defence operates with respect to risk management and compliance. The second line of defence supports, challenges and is responsible for the risk oversight of the first line of defence and operates independently of the first line of defence.

The third line of defence made up by Group Internal Audit. Group Internal Audit is an independent and objective unit evaluating and improving the effectiveness of risk management, control and governance processes in relation to the control environments of the first and second lines of defence in accordance with the internal Enterprise Risk Management framework.

Group Risk Management

The head of Group Risk Management has the title of chief risk officer (the “CRO”), is a member of the Executive Leadership Team, and in cooperation with and under the responsibility of the chief executive officer (the “CEO”) of the Issuer, the CRO reports to the Board of Directors. The CRO may file reports to and contact the Board of Directors directly. Furthermore, the CRO has the authority to veto any decision in relation to credit applications and new products.

Group Risk Management serves as the secretariat of the Group Credit Committee, the Impairment Committee and the Group All Risk Committee and a number of sub-committees to the Group All Risk Committee. Senior risk managers are members of the Business Integrity Committee, the Group Asset & Liability Committee, the Valuation Committee, the Operational Risk Committee, the Model Risk Management Committee, the Conduct and Reputational Committee and the Business Unit All Risk Committees (All Risk Banking Denmark, All Risk Banking Nordic, All Risk C&I and All Risk Wealth Management).

Group Risk Management is organised in a matrix structure in which units have individual risk type oversight responsibility. The following units are part of Group Risk Management: Risk Analytics, Market & Liquidity Risk, Group Non-Financial Risk, COO Risk Functions, Banking Denmark Risk Management, Retail Credit Risk and Wholesale Credit Risk. In addition, each business unit has appointed a CRO who has oversight responsibility across all risk types for the unit in question. In most cases, business unit CROs are also head of one of the units in Group Risk Management and have Group-wide responsibility for specific risk types. Finally, country CROs in Norway, Sweden, Finland and Northern Ireland are responsible for overseeing all types of risk in the respective countries.

Banking Denmark Risk Management covers and manages all risk types within the Danish market on behalf of Group Risk Management and support clear roles and responsibilities between the first and second lines of defence, allowing for a consistent approach across the three lines of defence. The responsibilities of the unit include overseeing the risk profile, monitoring and maintaining the risk appetite, risk assessment and credit granting. The Banking Denmark CRO reports directly to the Group’s CRO.

Retail Credit Risk and Wholesale Credit Risk are responsible for managing retail and wholesale credit risks, respectively. They delegate credit risk mandates and oversee day-to-day credit risk management in the first line of defence in their respective areas. This also includes reviewing the approval and follow-up processes for the lending books of the business units. Both business unit heads have a ‘double-hatted’ role, by being Banking Nordic CRO and C&I CRO, respectively, and being responsible for all risk types within the Banking Nordic and C&I markets on behalf of Group Risk Management. Among other things, their responsibilities include overseeing the risk profile, monitoring and maintaining the risk appetite, risk assessment and credit granting. The Banking Nordic CRO and C&I CRO report directly to the Group’s CRO.

Group Non-Financial Risk is responsible for the independent oversight of all non-financial risks and conduct stress testing in order to provide input to regulatory reports and industry-wide stress tests. The department

is also responsible for the implementation and maintenance of the Group-wide framework to manage operational risk.

Risk Analytics develops and maintains credit rating methodologies and models. The team ensures that the methodologies and models are fit for day-to-day credit processing at the business units and that statutory requirements are met. Because of the Group's extensive use of models, model risks are closely monitored and managed. An independent unit is responsible for validating credit and market risk parameters.

COO Risk Functions is responsible for the development and maintenance of the Enterprise Risk Management framework, the Group's risk appetite framework, stress testing engine and portfolio management. The department facilitates the quarterly processes of calculating and consolidating impairment charges against credit exposures and monitors and reports on the Group's consolidated credit portfolio, with sector- and country-specific views and risk appetites. The department's risk quality assurance team ensures that policies and procedures are properly implemented by the first line of defence. Finally, the department maintains the Group's recovery plan and is responsible for risk governance.

Market Risk and Liquidity Risk Management monitor and report on the Group's market risk and is responsible for independently reviewing and challenging the methodologies and metrics applied in day-to-day liquidity management. The head of Market and Liquidity Risk Management is also the Wealth Management CRO and is responsible for managing risks in the Wealth Management business unit and reports directly to the Group's CRO.

Group Legal

Group Legal provides legal support to the Group's Business Units and Group Functions and monitors handling and mitigation of Legal risks. Group Legal is headed by the Group General Counsel. The majority of legal staff functions of the Group are part of Group Legal.

CFO area

The CFO area is headed by the Group's Chief Financial Officer (the "**CFO**"), who is a member of the Executive Leadership Team. The CFO area oversees the Group's financial reporting, budgeting and strategic business analysis, including the tools used by the business units for performance follow-up.

The CFO area is also in charge of the Group's investor relations; relations with international rating agencies; capital management and treasury.

Group Treasury is responsible for executing the capital and funding plan, managing the Group's liquidity plan and monitoring its liquidity needs. Group Treasury also ensures that the Group's structural liquidity profile is within the defined limits and that the targets set by the Board of Directors and the All Risk Committee as well as regulatory and prudential requirements are met. Furthermore, Group Treasury is responsible for asset and liability management, private equity activities and long-term funding activities.

Group Capital, which is part of Group Treasury is responsible for the overall management of the Group's capital position, and tasks include calculating the total risk of REA, performing the Group's internal capital adequacy assessment process ("**ICAAP**") and allocating capital to the business units. In addition, Group Capital is responsible for the Group's forward-looking views in terms of capital, including the implementation of new regulation, planned issuances of capital instruments, the Group's payout policy and stress testing for ICAAP and regulatory purposes.

Group Compliance

The head of Group Compliance has the title of chief compliance officer ("**CCO**"), is a member of the Executive Leadership Team and, in cooperation with and under responsibility of the CEO of the Issuer, reports to the Board of Directors. The CCO may file reports to and contact the Board of Directors directly.

COO area

The COO area is headed by the Group's Chief Operating Officer (the "**COO**"). The COO area is responsible for the Group's operations and Group IT. Group IT is divided into two areas: the CIO area (headed by the Group Chief Information Officer ("**Group CIO**") and the CTO area (headed by the Group's Chief Technology Officer (the "**CTO**").

The Group's CISO reports to the CTO. The CISO heads Group Information Security. Group Information Security performs control monitoring and drives compliance with the Security Policy, while also providing key information security controls and processes for the Group to leverage.

Business Units

Each of the Banking Denmark, Banking Nordic, Corporate & Institutions and Wealth Management business units is headed by a member of the Executive Leadership Team. Northern Ireland is the fifth business unit and a separate legal entity with its own executive board and separate board of directors.

The mandate of the business units to originate credit applications, take deposits and undertake investments for the Group is regulated by risk policies, instructions and limits.

The heads of the business units and the heads of the operations and service functions are responsible for all business-related risks, and their responsibilities extend across national borders. Lending authorities are cascaded down from the Board of Directors, through the Executive Leadership Team to Group Risk Management, to lending officers at the business units. Authorities are delegated to qualified and experienced staff at levels appropriate to such tasks and relevant to the risk profile and nature of the exposures considered by those officers. Credit applications exceeding the delegated lending authorities are submitted to the Group Credit Committee and to the Board of Directors. In cases of a reputational or material financial nature, both the Executive Leadership Team and the Board of Directors are involved in the approval process.

Procedures for new product approvals are based on a directive provided by the Executive Leadership Team to the heads of the business units. Materiality criteria determine whether the approval of new products is presented to the Group's chief risk officer. In cases of a reputational or material financial nature, both the Executive Leadership Team and the Board of Directors are involved in the approval process.

The business unit CROs in Banking Denmark, Banking Nordic, C&I and Wealth Management are part of the second line of defence within Group Risk Management. They are responsible and accountable for managing all risk types in the respective business units on behalf of Group Risk Management. They are responsible for, among other things, overseeing the risk profile, monitor and maintain the risk appetite and coordinate all risk types. The functional risk heads will continue to have control, oversight and ownership of their respective risk types.

The country CROs in Norway, Sweden and Finland have the responsibility for all risk management in their respective countries and are member of the country management teams and report to the CRO of Banking Nordic. In cooperation with country managers, the country chief risk officers are responsible for ensuring compliance with local rules and regulations. Local risk committees are established where relevant.

Legal and Regulatory Proceedings

Owing to its business volume, the Group is continually a party to various lawsuits and disputes and has an on-going dialogue with public authorities such as the DFSA. In particular, the investigations and events that took place in the Estonian branch are being discussed with the DFSA, SØIK and other public authorities such as the Estonian Financial Supervisory Authority ("**Estonian FSA**"), the U.S. Department of Justice (the "**DOJ**") and the U.S. Securities and Exchange Commission (the "**SEC**").

Danish FSA: The DFSA has assessed the role of the Group's management and senior employees in the matter relating to the now terminated Non-Resident Portfolio (as defined in the Report) at the Group's branch in Estonia. The assessment related to whether rules relating to management and controls, and other Danish rules, had been complied with, and the DFSA stated that serious weaknesses in the Group's governance had been uncovered in a number of areas. Further, the DFSA criticised the Group's governance, internal controls and responses. In its decision document dated 3 May 2018, the DFSA imposed on the Issuer eight orders and eight reprimands. Among other things, the DFSA ordered the Board of Directors and the Executive Board (since re-named to the Executive Leadership Team) to reassess the Issuer's and the Group's solvency need in order to ensure an adequate internal capital coverage of compliance and reputational risks, as a result of weaknesses in the Group's governance. The DFSA initially estimated that a Pillar 2 add-on should amount to at least DKK 5 billion, or approximately 0.7 per cent. of the Group's REA as at 31 December 2017.

The Group has taken note of the DFSA orders and reprimands. In addition to the initiatives already taken in recent years, the Group has launched further measures to ensure that it complies with all orders. The DFSA did not assess compliance with rules on measures to prevent money laundering as, pursuant to European Union regulation, the Estonian FSA supervises compliance by branches in Estonia with such rules. Furthermore, the DFSA noted in its decision document dated 3 May 2018 that the Group's ongoing investigations into the conditions at the Estonian branch could lead to new assessments and supervisory actions by the DFSA. Accordingly, on 20 September 2018, following the Issuer's publication of the Report of 19 September 2018 on its website, the DFSA reopened the investigation which had resulted in the decision dated 3 May 2018. The reopened investigation is ongoing.

On 4 October 2018, the DFSA issued a follow-up on its decision in the Estonia case of 3 May 2018. As regards the DFSA order on reassessment of the solvency need, the DFSA considered that, as at 30 June 2018, the Issuer complied with the order to increase its solvency need by a Pillar 2 add-on of DKK 5 billion. However, considering the developments since 30 June 2018, including the publication of the Report, which had caused the DFSA to reopen its investigations, the DFSA assessed the Issuer's compliance and reputational risks to be higher than previously estimated following the DFSA's decision of 3 May 2018. Consequently, the DFSA ordered the Issuer to reassess the Issuer's and the Group's solvency need in order to ensure an adequate capital coverage of the increased compliance and reputational risks. The DFSA required an absolute minimum of DKK 10 billion be added to the Group's Pillar 2 requirement (which included the DKK 5 billion Pillar 2 add-on which had been required pursuant to the DFSA's 3 May 2018 decision). In addition to revising its capital targets following the DFSA decisions, the Issuer decided to discontinue the share buy-backs under the share buy-back programme for 2018 in order to gain further flexibility within its new capital targets.

On 4 October 2018, the DFSA further found that the Issuer had not fully complied with one order of its 3 May 2018 decision, as the Issuer's response to the DFSA did not comprise initiatives to address the DFSA's concerns relating to ensuring satisfactory documentation of the decision-making basis, discussions at meetings and decisions made. In terms of the requirement of the Issuer to introduce initiatives with a view to generally strengthening its governance in relation to decision-making processes, including governance at levels below the Board of Directors and the Executive Board (since re-named to the Executive Leadership Team), a formal response was submitted to the DFSA on 31 May 2019 outlining the initiatives to this end. To this date, no formal reply has been received. In relation to the remaining orders of the decision of 3 May 2018, the DFSA found that the Issuer either had complied with the orders by the end of June 2018 or had initiated suitable initiatives to ensure compliance.

SØIK: On 6 August 2018, SØIK announced that it had opened an investigation into the Issuer concerning transactions passing through the Issuer's Estonian branch to examine whether there are grounds for a criminal case against the Issuer for breach of the Act on Measures to Prevent Money Laundering and Financing of Terrorism (the "**Danish AML Act**"). On 28 November 2018, the Issuer was preliminarily charged by SØIK with violating the Danish AML Act on four counts, all relating to the Issuer's Estonian branch in the period from 1 February 2007 to the end of January 2016. Among other things, SØIK alleges that the Issuer's Estonian branch did not have sufficient procedures, controls and risk management systems to effectively prevent, mitigate and manage the risk of money laundering and financing of terrorism, or sufficient know your customer procedures,

and that the monitoring of transactions and reporting of suspicious transactions to the authorities was inadequate. The Issuer is cooperating with the authorities.

Estonian Office of the Prosecutor General: In 2018, the Estonian Office of the Prosecutor General opened a criminal investigation into former employees of the Estonian branch.

In addition, in relation to matters relating to the Issuer's Estonian branch, the Issuer is reporting to, responding to inquiries from and cooperating with various authorities (including the *U.S. Department of Justice* and the *U.S. Securities and Exchange Commission*).

United States District Court for the Southern District of New York: On 9 January 2019, a class action lawsuit was filed in New York against the Issuer and certain of its officers and former officers and/or directors in the United States District Court for the Southern District of New York. The claim is being pursued by four retirement funds purportedly on behalf of purchasers of the Issuer's American Depositary Receipts ("ADRs") between 9 January 2014 and 29 April 2019, who claim damages for economic loss in relation to investments in the Issuer's ADRs. The plaintiffs allege that the defendants violated the Securities Exchange Act of 1934, as amended, by, *inter alia*, making false and misleading statements and/or failing to disclose adverse information regarding the Issuer's business and operations in relation to AML matters relating to the Issuer's Estonian branch and related matters. The amount of the claim has not yet been calculated.

Tribunal de Grande Instance de Paris: On 7 February 2019, the Issuer was placed under formal investigation ("*mise en examen*") by an investigating judge at the Tribunal de Grande Instance de Paris in connection with an investigation into suspicion of money laundering related to certain transactions in the terminated portfolio of non-resident customers of the Issuer's branch in Estonia in the period from 2007 to 2014. The investigation covers transactions amounting to approximately EUR 21.6 million. The Issuer has been ordered to post bail in the amount of EUR 10.8 million. The Issuer was first placed under formal investigation in France on 11 October 2017. On 25 January 2018, the Issuer's status in the investigation was changed to that of an assisted witness ("*témoign assisté*"). Subsequently, on 19 September 2018, the Issuer published the Report, which has since been included in the investigation in France. On 7 February 2019, the Issuer was again placed under formal investigation by the Tribunal de Grande Instance de Paris. The Issuer now awaits a decision by the court on whether or not the case will proceed to trial.

Copenhagen City Court and Eastern High Court: On 3 March 2019, a court case was initiated against the Issuer for approval of a class action lawsuit led by a newly formed association with the aim of representing former and current shareholders in a liability action relating to the Estonian AML matter. No specific claim amount has been calculated. In December 2019, the association's application for legal aid was denied by the Danish Department of Civil Affairs. This decision has now been appealed to the Danish Appeals Permission Board (*Procesbevillingsnævnet*) and awaits a final decision, expected in the second quarter of 2020. The association has indicated that the case may be discontinued without legal aid.

On 14 March 2019, 169 separate cases were further initiated simultaneously concerning shareholder claims relating to the Estonian AML matter with claims totalling approximately DKK 3.5 billion. In October 2019, the claimants' Danish counsel filed an additional 64 claims against the Issuer, increasing the total value of the claims by approximately DKK 2.5 billion. In January 2020, an additional nine claims were raised bringing the total to approximately DKK 6.3 billion and on 20 March 2020, an additional 38 claims were filed, bringing the total number of claims to 279 with a total claim amount of approximately DKK 7 billion. However, of the 38 claims filed on 20 March 2020, nine are duplicate cases which have been refiled by claimants pending the Court's decision regarding amendment of the claimant names. These court actions relate to alleged violations in the Issuer's Estonian branch of the rules on prevention of money laundering and alleged failure to timely inform the market of such violations. At present, 228 of the cases have been referred to the Eastern High Court.

On 27 December 2019, 63 private and institutional investors initiated a similar case against the Issuer with a total claim amount of approximately DKK 1.3 billion. The case is pending before the City Court of Copenhagen, but is expected to be referred to the Eastern High Court.

On 20 February 2020, the Issuer received a procedural notification in a case initiated against Thomas Borgen by 72 institutional investors, and funded by the litigation funder Deminor Recovery Services. The total claim amount is approximately DKK 2.7 billion. The case is pending before the District Court of Lyngby, but the claimants have requested that the case be referred to the Eastern High Court. Under Danish law, the purpose of a procedural notification is to make a formal reservation of rights to bring a potential claim against the notified party in the future, so that the notified party cannot later say that it was not aware of the matter. The notification also prevents the claimants' claim from being time barred, unless the claim against the notified party was already time barred before the notice was given. The procedural notification does not constitute service of legal proceedings on the Issuer and has not been submitted to the court.

Reports in the media have pointed to potential further legal actions being raised against the Issuer in connection with the AML matters at the Issuer's Estonian branch and related matters, and the Issuer has received a number of claims for compensation threatening litigation. Further similar claims may be filed in the future, although the timing of completion of any such lawsuits (pending or threatening) and their outcome are uncertain. The Issuer intends to defend itself against the claims.

The terminated portfolio of non-resident customers is described in more detail in the Report. Whilst the Report showed shortcomings and failures, including late and inadequate handling of the issues arising from the Estonia matter, the investigation into the terminated portfolio of non-resident customers has made no findings which enable it to conclude whether money laundering, tax evasion or other criminal activity has actually taken place.

The timing of the completion of the on-going investigations into the AML matters at the Estonian branch, the outcome and the subsequent discussions with the authorities regarding such matters are subject to uncertainty. It is not yet possible to reliably estimate the timing or amount of any potential settlement or fines, if any, which could be material.

The Group does not wish to benefit financially from suspicious transactions in Estonia. Accordingly, the estimated gross income from the non-resident portfolio in Estonia in the period from 2007 to 2015 of DKK 1.5 billion has been set aside net of confiscation as a donation for measures to combat financial crime. The donation will be transferred to an independent foundation, which will be set up to support initiatives aimed at combating international financial crime, including money laundering. The foundation will be set up independently from the Group, with an independent board.

Flexinvest Fri: As stated in the Issuer's press release of 24 June 2019, the Issuer found, in the autumn of 2018, that customers who invested in the Flexinvest Fri product during a certain period had paid fees that were too high. This was a result of a number of management decisions to change the Flexinvest Fri product fees in connection with the implementation of MiFID II in 2017. At the time, interest rates were low, and the expected returns were similarly low. The management decisions caused the fees to be set at too high a level in relation to the expected returns, which made the Flexinvest Fri product unsuitable for some customers.

Upon discovery of the Flexinvest Fri matter, the Issuer notified the DFSA and instructed external counsel to conduct a thorough review. The DFSA issued a decision on 30 August 2019 which contained a number of orders. The Issuer has taken note of the orders and will take and continues to take the steps necessary to ensure compliance with regulatory requirements. In connection with the decision, the DFSA also filed a criminal complaint against the Issuer. The Issuer is cooperating fully with the authorities and has individually contacted all affected customers by letter. As of 31 December 2019, approximately 83,000 affected customers had received compensation.

The Issuer has an on-going dialogue with the DFSA and expects capital requirements to be subject to change going forward. This is a result of general product governance risk following the Flexinvest Fri investigation and inspection of the Issuer's IT governance structure. The Issuer implemented Pillar 2 add-ons of DKK 4 billion in the third quarter of 2019 related to Flexinvest Fri and IT Governance.

On 14 November 2019, following the criminal complaint filed on 30 August 2019 by the DFSA, the Issuer was preliminarily charged by SØIK with violating the Danish Executive Order on Investor Protection.

The Issuer does not comment on the risk of fines being imposed or the amount of such fines, if any. The Issuer will update the financial market via the usual channels (i.e. company announcement or on www.danskebank.com), when and if required.

Moreover, the Issuer has an ongoing dialogue with different authorities and is cooperating with these authorities. The Issuer does not in general comment on its dialogue with authorities. The Issuer has no basis for providing any indication on when the investigations by authorities are expected to be completed.

New Capital and Liquidity Regulations

New regulations for the financial sector have been implemented in the European Union and beyond. The Group has implemented the new regulations from 1 January 2014, subject to transitional provisions.

European implementation of the Basel III Framework

The Basel III framework is implemented through Regulation No 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms (the “**CRR**”) and Directive (2013/36/EU) of the European Parliament and of the Council (the “**CRD IV Directive**”).

The CRR entered into force in January 2014, and the CRD IV Directive was implemented in Denmark in March 2014.

The CRR and the CRD IV Directive covers a wide range of prudential requirements for banks across European Union Member States, including capital requirements, stricter and aligned definitions of REA, large exposure framework and liquidity and funding requirements. The CRD IV Directive covers the overall supervisory framework for banks (including the individual risk assessment) and other measures such as the combined capital buffer requirements, systemically important financial institution (“**SIFI**”) governance and remuneration requirements.

The CRR, the CRD IV Directive, and the regulations issued pursuant thereto set up safeguards to protect depositors by establishing total capital ratios that require banks to have sufficient own funds such as common equity or subordinated debt in relation to assets. In addition, liquidity rules require banks to maintain sufficient liquid assets to meet depositor claims on demand or otherwise.

The total capital requirement applicable measures all exposures weighted according to credit, market, counterparty and operational risk (as defined in the regulations) against the capital of the relevant bank. Accordingly, the capital of a bank must amount to a certain minimum percentage (as described below) of the risk-weighted exposure amount (which includes the calculated items associated with market risk) of such bank (see below), subject to a minimum of EUR 5 million.

The standard method for credit risk assessment is the defined credit risks of various groups of assets, taking into consideration the nature of the counterparty and the counterparty’s obligation. The CRR allows a bank to apply a standard method or an advanced IRB method to calculate credit risks. According to the standard method, claims on OECD governments and Danish local authorities have a risk weighting of zero, whereas unsecured claims on corporate and private customers are typically risk weighted within a range of 20 per cent. to 150 per cent. The advanced method normally varies between these two extremes. In 2016, the Issuer expanded the use of internal models for the calculation of the total REA. In January 2016, the Issuer received approval from the DFSA to implement revised internal models according to the 2013 DFSA orders.

In addition to credit risk assessment, banks are required to maintain a certain minimum capital with respect to the market risks that may arise from changes in interest rates, exchange rates and share prices. Market risks include the risk of loss with respect to on- and off-balance sheet positions resulting from market price

movements involving debt instruments and equity securities in a banks' trading portfolio, as well as foreign exchange risk and commodities risk incurred by such banks. The CRR allows DFSA to approve internal models in an institution for the purpose of calculation of market risk. The Issuer has obtained such approval that requires strict back testing.

There are three main capital categories used to comply with the capital requirements of the CRR: CET1 capital, additional tier 1 capital and tier 2 capital.

CET1 capital consists of equity capital adjusted for statutory deductions, whereas the tier 1 capital consists of CET1 capital plus additional tier 1 capital adjusted for statutory deductions. CET1 capital primarily includes paid-up share capital and reserves (excluding revaluation reserves), and is reduced by, among other items, losses (if any) incurred during the current financial year and the bank's holdings of its own shares. Certain capital interests in other financial institutions in excess of certain limited amounts are deducted from the total amount of CET1 capital, additional tier 1 capital and tier 2 capital.

Tier 2 capital for banks consists of subordinated debt instruments that a bank may issue. Subordinated debt instruments are debt obligations, which, in case of a bankruptcy or liquidation, subordinate to ordinary claims on the issuing bank (which in turn are at least equal to the claims of depositors). Subordinated debt instruments must include interest deferral and principal reduction features, which may apply towards covering losses of the issuing bank even if that bank may carry on its business.

However, the subordinated debt instruments may not contain any incentive to redeem or repurchase before five years after the date of issuance. In addition, the instrument must amortize, beginning on the first day of the final five-year period of the contractual maturity. The CRR and the CRD IV Directive provide for another form of capital, denominated additional tier 1 capital instruments, which may be included in tier 1 capital to meet the solvency/total capital requirements, subject to certain conditions and limitations. The limitations and conditions are that additional tier 1 capital must be converted during emergency situations and may be converted at the initiative of the competent authority or if a certain contractual capital trigger is reached. Moreover, additional tier 1 capital instruments may not contain any incentive for the credit institution to redeem and must be perpetual.

Under the CRR, institutions are required to hold a minimum amount of regulatory capital equal to 8 per cent. of REA (of which at least 4.5 per cent. must be CET 1 capital, and at least 6 per cent. must be tier 1 capital). In addition to these so-called minimum own funds Pillar 1 requirements, the CRD IV Directive (including, but not limited to, Article 104(i)(a)128) contemplates that competent authorities may require additional Pillar 2 capital to be maintained by an institution relating to elements of risks which are not fully captured by the minimum own funds Pillar 1 requirements or to address macro-prudential requirements.

Pursuant to the Danish Financial Business Act, the board of directors and management of a bank shall ensure that the bank has adequate base capital and has internal procedures for risk measurement and risk management for regular assessments and maintenance of a base capital of a size, type and distribution adequate to cover the risks of the institution.

The board of directors and management of a bank shall, based on the above-mentioned assessment pursuant to the Danish Financial Business Act, calculate the individual solvency need of the bank (ICAAP procedure). The solvency need shall be expressed as the adequate base capital as a percentage of the REA. The solvency need may not be less than the solvency requirement and the minimum capital requirement.

The Issuer discloses to the public its total capital ratio as a note to its balance sheet statements as at 31 March, 30 June, 30 September and 31 December of each year. Prior to such disclosure, the total capital ratio and the basis for the calculation thereof must be filed with the DFSA. The Issuer is also obliged to submit the total capital ratio to the DFSA and publish the individual solvency need that the Issuer has calculated with the same intervals.

CRD IV introduced a combined buffer that applies in addition to the Pillar 1 and Pillar 2 capital requirement and will be phased in from 2015 to 2019. For the Issuer, the combined buffer consists of a countercyclical buffer, a capital conservation buffer and a SIFI buffer.

The capital conservation buffer and the countercyclical capital buffer ensure that credit institutions accumulate a sufficient capital base during periods of economic growth to absorb losses during periods of stress. The capital conservation buffer is phased-in gradually to a final level of 2.5 per cent. in 2019. The countercyclical buffer requirement is calculated as a weighted average of the national buffers in effect in the jurisdictions in which a bank has credit exposures.

Since June 2014, the DFSA has designated the Issuer as a SIFI in Denmark. Consequently, the Issuer is subject to stricter capital requirements than non-SIFI banks. The fully phased-in SIFI buffer requirement in 2019 for the Issuer will be 3 per cent. The intention is for the capital requirements imposed on Danish SIFIs to be on a par with the requirements set in other comparable European countries.

Under Article 141 of the CRD IV Directive, Member States must require that institutions that fail to meet the combined buffer requirement will be subject to restrictions on “discretionary payments”. These are broadly defined by the CRD IV Directive as distributions in connection with Common Equity Tier 1 capital, payments on Additional Tier 1 instruments and payments of variable remuneration. The restrictions will scale according to the extent of the breach of the combined buffer requirement.

According to the current implementation of the CRD IV Directive in Denmark, the combined buffer requirement is stacked on top of the Pillar 2 capital requirements. If the institution breaches the combined buffer requirement, it has to submit a capital conservation plan for approval by the DFSA. However, to determine automatic restrictions on discretionary payments (i.e. the Maximum Distributable Amount or the “MDA”), Pillar 2 capital requirements should not be taken into account. Nonetheless, the DFSA may choose to impose restrictions on discretionary payments on the basis of the submitted capital conservation plan. There can be no assurance as to the relationship between any of the aforementioned or future incremental own funds requirements, any combined buffer requirement and the associated restrictions on discretionary payments.

According to the CRD V Directive, the Pillar 2 capital requirements should be taken into account when the combined buffer requirement is breached and the MDA is determined. Furthermore, according to the adopted EU Banking Reform, the combined buffer is also stacked on top of the MREL requirement. Consequently, MREL also needs to be taken into account in the calculation of the MDA, subject to a nine-month grace period in case of inability to issue eligible debt, during which restrictions relating to MDA would not be triggered, but authorities would be able to take other appropriate measures. The adopted changes to the CRR include changes to the Pillar 2 framework introducing the concept of Pillar 2 requirement (“P2R”) and Pillar 2 Guidance (“P2G”). When implemented into European Union law the above-mentioned Danish approach on the interplay between MDA and the Pillar 2 capital requirement cannot continue.

In addition, the adopted changes to the CRR include a minimum leverage ratio requirement for credit institutions of 3 per cent. The leverage ratio is defined as credit institutions’ tier 1 capital as a percentage of their total exposure measure. According to the amended CRR, the Issuer had a leverage ratio of 4.6 per cent. at the end of December 2018.

The adopted EU Banking Reform includes changes to the CRR and the CRD IV Directive

The adopted EU Banking Reform includes, *inter alia*, changes to the counterparty credit risk framework, introduction of a leverage ratio requirement and an NSFR requirement, revisions to the Pillar 2 framework, transition of IFRS 9 and its impact on capital ratios and revisions to the framework concerning IRRBB. The Issuer does not expect that the adopted changes will have any significant effect on its overall capital requirements. The Issuer estimates that the transition impact of IFRS 9 on the CET1 capital ratio will be a reduction of 0.2 percentage points as of end 2018 when fully phased-in end of 2022.

The above-mentioned adoption of the EU Banking Reform includes a stable funding requirement, “The Net Stable Funding Ratio” (“NSFR”). The NSFR is a structural stable funding ratio requirement intended to ensure a sound funding structure by promoting an increase in long-dated funding. The NSFR stipulates that at all times banks must have stable funding at least equal to the amount of their illiquid assets for one year ahead. The NSFR requirement will apply from the general application date of CRR II in June 2021.

As of 1 January 2018, all European Union credit institutions must have an LCR of at least 100 per cent. With an LCR of 121 per cent. at the end of 2018, the Group complied with the LCR requirement as defined by the European Commission. The Group also complied with all other liquidity requirements. Stress tests show that the Group has sufficient liquidity buffer for more than the coming twelve months.

As of 19 March 2020, the DFSA announced that supervisory flexibility as to the LCR requirement can be expected in light of the COVID-19 situation. Among other things, this includes expected flexibility as to new Danish Central Bank facilities established in light of the COVID-19 situation.

As of 30 June 2018, the DFSA changed its supervisory benchmark for liquidity in the Supervisory Diamond for Banks. The diamond was introduced in 2010 and contains five benchmarks as indicators for which the DFSA, as a starting point, assesses as banks with higher risk profiles. The five benchmarks are (a) sum of large exposures less than 175 per cent. CET1, (b) lending growth less than 20 per cent. year-on-year, (c) commercial property exposure less than 25 per cent., (d) funding ratio less than 1 and (e) liquidity benchmark greater than 100 per cent. The liquidity benchmark, changed as of 30 June 2018, measures a bank’s ability to survive a three month stressed period. The benchmark is based on a projected LCR requirement. The benchmark for the funding ratio is expected to be revoked when the NSFR requirement is implemented in European Union law.

In December 2017, the Basel Committee of Banking Supervision published the final version of their review of the standardised approach for credit and operational risk, constraints on the use of internal model approaches and the possible implementation of a broad REA floor based on the standardised approaches for measuring credit, market and operational risk. It is still too early to firmly assess final effects of these potential changes since the political dialogue on how and when to implement the revised standards in the European Union has just recently been initiated. The stipulations of European Union legislation are expected to be published by the European Union Commission in the second half of 2020. The Issuer is confident that it will be able to adapt smoothly to the future changes in the European Union regulatory requirements in relation to the revised Basel standards.

Regulatory Initiatives to Secure Financial Stability (The Bank Recovery and Resolution Directive – BRRD)

On 15 May 2014, the European Parliament and the Council of the European Union adopted a directive providing for the establishment of an EU-wide (which, for these purposes, includes the United Kingdom) framework for the recovery and resolution of credit institutions and investment firms (i.e., the BRRD). The BRRD, including the general bail-in tool and MREL, was implemented into Danish law and entered into force as of 1 June 2015 by the Danish Recovery and Resolution Act and by amendments to the Danish Financial Business Act.

The BRRD provides authorities designated by Member States with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing institution. The purpose is to ensure the continuity of the institution’s critical financial and economic functions, while minimizing the impact of an institution’s failure on the economy and financial system.

If the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest, the relevant resolution authority may use the following resolution tools and powers alone or in combination without the consent of the institution’s creditors, including the Holders: (i) sale of business – which enables resolution authorities to direct the sale of the institution or the whole or part of its business on commercial terms; (ii) bridge institution – which enables

resolution authorities to transfer all or part of the business of the institution to a “bridge institution” (an entity created for this purpose that is wholly or partially in public control); (iii) asset separation – which enables resolution authorities to transfer impaired or problem assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximizing their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and (iv) bail in relating to eligible liabilities – which gives resolution authorities the power to write down or convert to equity all or a part of certain claims of unsecured creditors, including the Holders, and to write-down or convert to equity certain unsecured debt claims (including the Notes) (the “**general bail-in tool**”), which equity could also be subject to any future application of the general bail-in tool.

The BRRD also provides for a Member State as a last resort, after having assessed and applied the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilization tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the European Union state aid framework.

An institution or, under certain conditions, a group will be considered as failing or likely to fail when: (i) it is, or is likely in the near future to be, in breach of its requirements for continuing authorization; (ii) its assets are, or are likely in the near future to be, less than its liabilities; (iii) it is, or is likely in the near future to be, unable to pay its debts as they fall due; or (iv) it requires extraordinary public financial support (except in limited circumstances).

In addition to the general bail-in tool, the BRRD provides for resolution authorities to have the further statutory power to permanently write down (or convert into equity tier 1 and tier 2) capital instruments at the point of non-viability and before any other resolution action is taken (non-viability loss absorption). Any shares issued to holders of such capital instruments upon any such statutory conversion into equity may also be subject to subsequent application of the general bail-in tool, which may result in cancellation or dilution of the shareholding.

Any application of the general bail-in tool and non-viability loss absorption under the BRRD shall be in accordance with the hierarchy of claims in normal insolvency proceedings. Accordingly, the impact of such application on Holders will depend on their ranking in accordance with such hierarchy, including any priority given to other creditors such as depositors.

For the purposes of the application of any non-viability loss absorption measure, the point of non-viability under the BRRD is the point at which the relevant authority determines that the institution or, under certain conditions, the group meets the conditions for resolution (but no resolution action has yet been taken) or that the institution or, under certain conditions, the group will no longer be viable unless the relevant tier 1 and/or tier 2 capital instruments are written down or converted or extraordinary public support is to be provided and without such support the appropriate authority determines that the institution or, under certain conditions, the group would no longer be viable.

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

With the implementation of the BRRD, European banks are required to have bail in-able resources in order to fulfil the minimum requirement for own funds and eligible liabilities (“**MREL**”). There is no minimum EU-wide level of MREL – each resolution authority is required to make a separate determination of the appropriate MREL requirement for each banking group within its jurisdiction, depending on the resolvability, risk profile, systemic importance and other characteristics of each institution.

In March 2020, the DFSA published yearly decision to set the MREL for the Group reflecting a full release of the countercyclical buffers in Denmark and Sweden and a partial release in Norway (from 2.5 to 1.0 per cent.) announced in March 2020 in light of the COVID-19 situation. In accordance with the Danish FSA approach for setting MREL requirements for Danish SIFIs, the requirement was set to be equivalent to two times the capital requirement including capital buffer requirements. However, as a result of the adopted revisions to the BRRD, the countercyclical buffer is excluded from the recapitalization amount. Danish mortgage credit institutions are exempt from MREL and are instead subject to a so-called debt buffer requirement of 2 per cent. of their unweighted loans. Due to this exemption, Realkredit Danmark is not included in the consolidation when determining the MREL for the Group. Furthermore, liabilities and own funds used to fulfil MREL cannot be simultaneously used to fulfil the capital and debt buffer requirements that apply to Realkredit Danmark. The DFSA also requires that all MREL-eligible liabilities and own funds must bear losses before other senior unsecured claims in both resolution and insolvency. In July 2018, a Danish act introduced a new layer in the creditor hierarchy for financial institutions in the form of non-preferred senior debt. Danish SIFIs must fulfil their MREL from 1 July 2019, but in transition to 1 January 2022, they can also include senior preferred liabilities issued before 1 January 2018. The MREL requirement may require Danish SIFIs and other banks to issue own funds instruments or debt eligible for MREL in accordance with the BRRD, the latter of which includes unsecured non-preferred senior debt with residual maturity of at least one year. If an institution does not fulfil the MREL requirement after 1 July 2019, the relevant authority may withdraw its banking license. In addition, a comparable concept for loss absorption, Total Loss Absorbing Capacity (“**TLAC**”) has been set for global systemically important institutions (“**G SII**”). The TLAC requirement also takes effect from 2019. The Group is not a G-SII and, thus, not subject to a TLAC requirement.

On 29 May 2018, a law stipulating that, effective from 1 January 2022, the total resolution related requirements for each individual Danish SIFI group would always constitute at least 8 per cent. of all liabilities, including own funds, was adopted by the Danish Parliament. Consequently, if the sum of MREL for the Bank and the debt buffer requirement for Realkredit Danmark is lower than 8 per cent. of the Group’s total liabilities, the DFSA will probably increase the MREL requirement for the Bank. However, based on current projections, the sum of MREL for the Bank and the debt buffer requirement for Realkredit Danmark will exceed the 8 per cent. backstop measure.

In accordance with the BRRD and the Danish act on restructuring and resolution of certain financial undertakings, a Danish resolution fund was established in 2015. Under certain conditions, the Danish resolution fund can contribute in case of resolution of a financial institution. The assets of the Danish resolution fund must amount to at least 1 per cent. of the covered deposits of all Danish financial institutions by 31 December 2024. Each Danish financial institution must make annual contributions to the Danish resolution fund based on its size and risk relative to other financial institutions in Denmark. The first contributions to the Danish resolution fund were paid in the fourth quarter of 2015. If the Danish resolution fund incurs losses, the annual contribution may be increased or continued/resumed after 31 December 2024. In addition and in accordance with the Revised Deposit Guarantee Schemes Directive as implemented into Danish law, Danish credit institutions are required to contribute to the Danish Guarantee Fund, which covers losses incurred on covered deposits in distressed credit institutions. Similarly, the Group’s entities in Finland, Luxembourg and the U.K. are required to contribute to resolution funds that have been established in the respective countries.

On 12 December 2017, the European Parliament and the Council of the European Union adopted Directive 2017/2399/EU (amending the BRRD as regards the ranking of unsecured debt instruments in insolvency hierarchy). The directive enables banks to issue debt in a new statutory category of unsecured debt that ranks below the most senior debt and other senior liabilities for the purposes of resolution (a so-called “**non-preferred senior debt**”). On 29 May 2018, the Danish Parliament adopted a law implementing the directive - the law entered into force on 1 July 2018. According to the adopted law, the rules will not affect the existing stock of bank debt and will apply to issuances of bank debt denoted as intended to be Non-Preferred Senior Notes from 1 January 2018 or later, following the date of application of the law.

Management of the Issuer

The Issuer's administrative bodies are the Board of Directors and the Executive Leadership Team. The Board of Directors, which consists of non-executive directors, is elected by the shareholders of the Issuer at the annual General Meeting or at an extraordinary General Meeting, with the exception of those directors who are elected pursuant to prevailing law concerning employee representation on the Board of Directors (currently four). The non-employee directors, who are elected by the shareholders, are elected for terms of one year and the number of such directors may range from six to ten. Directors are eligible for re-election. The Issuer's Executive Leadership Team may consist of two to twelve members who are responsible for the day-to-day business and affairs of the Issuer. The business address of the Board of Directors and the Executive Leadership Team is 2-12 Holmens Kanal, DK-1092 Copenhagen K, Denmark.

The present members of the Board of Directors and their external positions are as follows:

Members of the Board of Directors elected by the annual General Meeting

Karsten Dybvad, Chairman

Directorships and other offices: None.

Carol Sergeant, Vice Chairman

Directorships and other offices: Belmont Green Finance Limited (Director)

BNY Mellon SA/NV (Member of the Board of Directors, Chairman of the Risk Committee and Member of the Audit Committee)

Threadneedle Solutions Ltd (Company Director)

Lloyds Register Foundation (Trustee and member of the Audit and Investment Committee)

The Governing Council of the Centre for the Study of Financial Innovation (CSFI) (Trustee).

Jan Thorsgaard Nielsen, Vice Chairman

Directorships and other offices: Chief Investment Officer (CIO), (A.P. Møller Holding A/S)

APMH Invest IV A/S (Chairman)

APMH Invest VI A/S (Chairman)

KK-Group A/S (Chairman of the Boards of Directors of five affiliated undertakings)

APMH Invest A/S (Member of the Board of Directors)

A.P. Møller Capital P/S (Member of the Board of Directors)

A.P. Møller Capital GP ApS (Member of the Board of Directors)

	LEGO A/S (Members of the Board of Directors).
Lars-Erik Brenøe	
Directorships and other offices:	Executive Vice President, Head of Chairman's Office, A.P. Møller-Maersk A/S
	The A.P. Møller and Hustru Chastine Mc-Kinney Møller Foundation (A.P. Møller og Hustru Chastine Mc-Kinney Møller Fond til almene Formaal) (Member of the Boards of Directors and Member of the Boards of Directors or the Executive Boards of seven affiliated undertakings)
	Maersk Broker K/S (Chairman or Vice Chairman of the Board of Directors of six affiliated undertakings)
	LINDØ port of Odense A/S (Member of the Board of Directors)
	Navigare Capital Partners A/S (Chairman)
	The A.P. Møller Family Foundation (A.P. Møller og Hustru Chastine Mc-Kinney Møllers Familiefond) (Member of the Board of Directors)
	The Confederation of Danish Industry (DI) (Member of the Central Board)
	The Danish Committee on Foundation Governance (Vice Chairman).
Bente Avnung Landsnes	
Directorships and other offices	NORBIT (Vice Chairman).
Christian Sagild	
Directorships and other offices:	Blue Ocean Robotics A/S (Member of the Board of Directors and member of the Board of Directors of two affiliated undertakings)
	Royal Unibrew A/S (Member of the Board of Directors)
	Nordic Solar Energy A/S (Chairman)
	Nordic Solar Global A/S (Chairman)
	AMBU A/S (Member of the Board of Directors)
	Sagild ApS (Executive Officer).
Gerrit Zalm	

Directorships and other offices:

Moody's Corporation (Member of the Board of Directors)

Royal Dutch Shell (Member of the Board of Directors)

Y-Group (Advisory Board member)

Central Bureau of Statistics, Netherlands (Chairman of the Advisory Board)

Foundation Schuldenlab.nl (Chairman)

Stichting VU MC Fonds (Supervisory Council member)

Trustees of the National Academy for Finance and Economics (Chairman)

Wigo4it, cooperative effort of the social assistance organisations of the four largest cities in the Netherlands (Advisory Council Chairman).

Members of the Board of Directors elected by the Group's employees in Denmark

Bente Bang

Directorships and other offices:

Member of the Board of Directors of Danske Kreds

Bikubens Personaleforening (Chairman)

Danske Kreds Jubilæumsfond (Member of the Board of Directors)

Danske Banks Velfærdsfond af 1993 (Member of the Board of Directors).

Kirsten Ebbe Brich

Directorships and other offices:

Chairman of Danske Kreds

Danske Kreds' Jubilæumsfond (Chairman)

Danske Unions (transnational association of local Danske Bank Group staff unions) (Member of the Board of Directors)

Danske Banks Pensionskasse for Førtidspensionister (Member of the Board of Directors)

Danske Banks Velfærdsfond af 1993 (Member of the Board of Directors)

Financial Services Union in Denmark (Finansforbundet) (Member of the Executive

Committee).

Thorbjørn Lundholm Dahl Head of AML Transformation Office, Compliance

Directorships and other offices: None.

Charlotte Hoffmann Personal Adviser

Directorships and other offices: None.

Pursuant to the notice to the annual General Meeting published on 21 February 2020, the Board of Directors proposed to the annual General Meeting convened for 17 March 2020 that Lars-Erik Brenøe, Karsten Dybvad, Bente Avnung Landsnes, Jan Thorsgaard Nielsen, Christian Sagild, Carol Sergeant and Gerrit Zalm be re-elected members of the Board of Directors and that Martin Blessing and Raija-Leena Hankonen be elected as new members of the Board of Directors.

As announced in the notice convening the annual General Meeting, the Board of Directors also received a proposal from a shareholder to nominate a candidate for election to the Board of Directors, and this proposal was included in the agenda of the annual General Meeting. The Board of Directors does not support the election of this candidate.

On 16 March 2020, the Issuer announced that it had decided to postpone the annual General Meeting upon recommendation from the DFSA due to uncertainty about whether the meeting can be held in accordance with the health and safety guidelines issued by the Danish authorities in relation to the COVID-19 outbreak.

Jens Due Olsen, who was not going to stand for re-election at the annual General Meeting (which has now been postponed), has resigned from the Board of Directors, effective 7 April 2020.

The present members of the Executive Leadership Team and their external positions are as follows:

Chris Vogelzang CEO

Directorships and other offices: Rijkmuseum Amsterdam (Member of the Supervisory Board of Directors)

Wolters Kluwer NV (Member of the Board of Directors).

Stephan Engels CFO

Directorships and other offices: None.

Berit Behring Head of Wealth Management

Directorships and other offices: Danica Pension Livsforsikringsaktieselskab (Member of the Board of Directors)

Forsikringsselskabet Danica, Skadesforsikringsaktieselskabet af 1999 (Member of the Board of Directors)

Norther Bank Limited (Member of the Board of Directors).

Carsten Egeriis	Head of Group Risk Management
Directorships and other offices:	Realkredit Danmark A/S (Vice Chairman of the Board of Directors)
	e-nettet (Member of the Board of Directors)
	Northern Bank Limited (Member of the Board of Directors).
Frans Woelders	COO
Directorships and other offices:	None.
Glenn Söderholm	Head of Banking Nordic
Directorships and other offices:	Danske Hypotek AB (Chairman of the Board of Directors)
	Danske Leasing A/S (Chairman of the Board of Directors)
	Danske Mortgage Bank Plc (Chairman of the Board of Directors)
	Danske Invest Management A/S (Chairman of the Board of Directors)
	MobilePay A/S (Vice Chairman of the Board of Directors)
	MobilePay Denmark A/S (Vice Chairman of the Board of Directors)
	NASDAQ Nordic Ltd. (Member of the Board of Directors)
	P27 AB (Member of the Board of Directors).
Jacob Aarup-Andersen	Head of Banking DK
Directorships and other offices:	Danica Pension Livsforsikringsaktieselskab (Chairman of the Board of Directors)
	Forsikringsselskabet Danica, Skadesforsikringsaktieselskabet af 1999 (Chairman of the Board of Directors)
	Danske Bank International S.A (Chairman of the Board of Directors)
	Kreditforeningen Danmarks Pensionsafviklingskasse (Chairman of the Board of Directors)
	MobilePay A/S (Chairman of the Board of Directors)

	MobilePay Denmark A/S (Chairman of the Board of Directors)
	Realkredit Danmark A/S (Chairman)
	FinansDanmark (Second Vice Chairman)
	Banker og Sparekassers Ungdomskontakt Finanrådet (Member of the Board of Directors)
	Dansk Venture Capital & Private Equity Association (Member of the Board of Directors)
	Danske Banks Fond (Member of the Board of Directors)
	Digital Dogme (Member of the Board of Directors)
	FRI af 16. september 2015 A/S (Member of the Board of Directors).
Jakob Groot	Head of Corporate & Institutions
Directorships and other offices:	International Capital Markets Association (Member of the Board of Directors)
Philippe Vollot	Chief Compliance Officer
Directorships and other offices:	Association of Certified Anti-Money Laundering Specialists (Member of the Advisory Board)
	French Foreign Trade Advisor, Denmark Committee (Member).

The external positions for the members of the Board of Directors and the Executive Leadership Team may change. Updates of this information can be found on the Issuer's homepage, <https://danskebank.com/about-us/management>.

After application of the relevant laws and conflict of interest policies of the Issuer, no potential conflicts of interest exist between the duties to the Issuer of the persons on the Board of Directors and the Executive Leadership Team and their private interests and/or other duties listed above.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Limited, Credit Suisse Securities (Europe) Limited, Danske Bank A/S (in its capacity as a Dealer), Deutsche Bank Aktiengesellschaft, Goldman Sachs International, HSBC Bank plc, J.P. Morgan Securities plc, Merrill Lynch International, Morgan Stanley & Co. International plc, Société Générale and UBS Europe SE (the “**Dealers**”). Notes may also be sold by the Issuer directly to institutions who are not Dealers. The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in an amended and restated dealership agreement dated 8 April 2020 (the “**Dealership Agreement**” which expression shall include any amendments or supplements thereto or any amendment and restatement thereof) and made between the Issuer and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealership Agreement makes provision for the resignation or termination of the appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

United States of America: Regulation S Category 2; TEFRA D, unless TEFRA C is specified as applicable in the relevant Final Terms or Pricing Supplement; Rule 144A eligible if so specified in the relevant Final Terms or Pricing Supplement.

Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except that Notes in registered form may be offered or sold to qualified institutional buyers (as defined in Rule 144A under the Securities Act) in reliance on the exemption from registration requirements of the Securities Act provided by Rule 144A. Terms used in the preceding sentence have the meanings given to them by Regulation S under the Securities Act.

Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that, except as permitted by the Dealership Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the Fiscal Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the Fiscal Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) (the “**distribution compliance period**”) within the United States or to, or for the account or benefit of, U.S. persons (other than Notes sold pursuant to Rule 144A), and it will have sent to each distributor, dealer or person to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the respective meanings given to them by Regulation S under the Securities Act.

In addition, until forty days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act (if available).

Prohibition of Sales to European Economic Area and United Kingdom Retail Investors

Unless the relevant Final Terms or Pricing Supplement specifies “Prohibition of Sales to European Economic Area and United Kingdom Retail Investors” as “Not Applicable”, each Dealer has represented and

agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the relevant Final Terms or Pricing Supplement in relation thereto to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the relevant Final Terms or Pricing Supplement specifies “Prohibition of Sales to European Economic Area and United Kingdom Retail Investors” as “Not Applicable”, in relation to each Member State and the United Kingdom (each, a **Relevant State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant State except that it may make an offer of such Notes to the public in that Relevant State:

- (i) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (ii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer(s) nominated by the Issuer for any such offer; or
- (iii) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (i) to (iii) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- **Financial promotion:** it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) received by it in connection with the issue or sale of any Notes in circumstances in which

section 21(1) of the Financial Services and Markets Act 2000 would not, if the Issuer was not an authorised person, apply to the Issuer; and

- **General compliance:** it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the “FIEA”) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Law (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Denmark

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer, sell or deliver any Notes directly or indirectly in Denmark by way of a public offering, unless, as applicable, in compliance with the Prospectus Regulation, the Danish Consolidated Act No. 931 of 6 September 2019 on Capital Markets, as amended, supplemented or replaced from time to time and any Executive Orders issued thereunder, including the Executive Order No. 1580 of 17 December 2018, as amended, supplemented or replaced from time to time, issued pursuant to the Danish Financial Business Act.

Singapore

Each Dealer has acknowledged that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified and amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA, (ii) to a relevant person pursuant (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred

within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- where no consideration is or will be given for the transfer;
- where the transfer is by operation of law;
- as specified in Section 276(7) of the SFA; or
- as specified in Regulation 37A of the Securities and Futures (Offers of Investments)(Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Solely for the purposes of its obligations pursuant to sections 309B(1) of the SFA, the Issuer has determined, and hereby notifies all relevant persons (as defined in section 309A(1) of the SFA) that the Notes are “**prescribed capital markets products**” (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

General

With the exception of the application to the Central Bank for the approval of this document as a Base Prospectus issued in compliance with the Prospectus Regulation and relevant implementing measures in Ireland, no action has been or will be taken in any country or jurisdiction by the Issuer or the Dealers that would permit a public offering of Notes, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or have in their possession or distribute such offering material, in all cases at their own expense.

The Dealership Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed “*General*” above.

TAXATION

The following is a general description of relevant tax considerations and is not to be regarded as a complete tax analysis of all tax issues related to the Notes. Prospective holders of Notes should consult their professional tax advisers if they are in doubt about their own tax position.

Denmark Taxation

According to the Danish tax laws in effect as of the date of this Base Prospectus, (i) payments of interest or principal amounts to any holder of a Note are not subject to taxation in Denmark, (ii) no withholding tax will be required on such payments and (iii) any gain realised upon the sale, exchange or retirement of a Note will not be subject to taxation in Denmark. This tax treatment applies solely to holders of Notes who are not subject to full tax liability in Denmark or included in a Danish joint taxation scheme and do not carry on business in Denmark through a permanent establishment.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as “**FATCA**”, a “**foreign financial institution**” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. The issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Denmark) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal income tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date. However, if additional notes (as described under “*Terms and Conditions of the Notes - Further Issues*”) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

The Proposed Financial Transaction Tax (“FTT”)

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia, (the “**participating Member States**”). However, Estonia has since stated that it will not participate.

The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A

financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional Member States may decide to participate. Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

GENERAL INFORMATION

1. Application has been made to Euronext Dublin for Notes issued under the Programme to be admitted to the Official List of Euronext Dublin and trading on its Regulated Market.

However, Notes may be issued pursuant to the Programme (i) which will not be admitted to listing on the Official List of Euronext Dublin and will not be admitted to trading and/or quotation by the Regulated Market of Euronext Dublin or any other listing authority, stock exchange and/or quotation system or (ii) which will be admitted to listing, trading and/or quotation by such listing authority, stock exchange and/or quotation system as the Issuer and the relevant Dealer(s) may agree.

2. The establishment of the Programme was authorised by a resolution of the Board of Directors of the Issuer passed on 26 October 1995. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.
3. The Notes (other than VP Systems Notes) have been accepted for clearance through Euroclear and Clearstream, Luxembourg. In addition, the Issuer may make an application for any Rule 144A Notes to be accepted for trading in book-entry form by DTC. Acceptance by DTC of such Notes will be confirmed in the relevant Final Terms or Pricing Supplement. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of DTC is 55 Water Street, New York, New York 10041. The appropriate common code, the International Securities Identification Number and the Committee on the Uniform Security Identification Procedure (CUSIP) in relation to the Notes of each Series (other than VP Systems Notes) will be specified in the relevant Final Terms or Pricing Supplement relating thereto. If the Notes are to clear through an additional or alternative clearing system (including VP, VPS or Euroclear Sweden), the appropriate information will be specified in the relevant Final Terms or Pricing Supplement. Euroclear, Clearstream, Luxembourg, DTC or VP, VPS and/or Euroclear Sweden, as the case may be, are the entities in charge of keeping the records.
4. Bearer Notes which have a maturity of more than 1 year and any Coupon appertaining thereto will bear a legend substantially to the following effect: “Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”

The sections referred to in such legend provide that a United States person who holds a Note or Coupon generally will not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note or Coupon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

5. Settlement arrangements will be agreed between the Issuer, the relevant Dealer(s) and the Fiscal Agent, the Registrar or the VP Systems Agent, as the case may be, in relation to each Tranche of Notes.
6.
 - (i) Save as outlined in the section “*Risk Factors - COVID-19 outbreak could have a material adverse effect on the Group’s business, results of operations and financial position*”, there has been no significant change in the financial performance or position of the Issuer or of the Issuer and its Subsidiaries taken as a whole since 31 December 2019, the last day of the financial period in respect of which the most recent financial statements of the Issuer have been prepared; and
 - (ii) Save as outlined in the section “*Legal and Regulatory Proceedings*”, there has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2019, the last day of the financial period in respect of which the most recently audited financial statements of the Issuer have been prepared.

7. Save as outlined in the sections “*Risk Factors - COVID-19 outbreak could have a material adverse effect on the Group’s business, results of operations and financial position*” and “*Legal and Regulatory Proceedings*”, there are no governmental, legal or arbitration proceedings against or affecting the Issuer or any of its Subsidiaries (and no such proceedings are pending or threatened of which the Issuer is aware) during a period covering at least the previous twelve months which have or may have in the recent past, individually or in the aggregate, significant effects on the profitability or the financial position of the Issuer or of the Issuer and its Subsidiaries taken as a whole.
8. The annual financial statements of the Group for each of the financial years ended 31 December 2019 and 31 December 2018 have been audited by Deloitte Statsautoriseret Revisionspartnerselskab (“**Deloitte**”), being the relevant independent public auditors of the Issuer for such period. Deloitte is a member of “FSR – Danske Revisorer” (Association of State Authorised Public Accountants).
9. The Irish Listing Agent is Matheson and the address of its registered office is 70 Sir John Rogerson’s Quay, Dublin 2, Ireland. Matheson is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to trading on the Regulated Market of Euronext Dublin.
10. For as long as the Programme remains valid with the Central Bank, copies of the following documents will be available on the website of Euronext Dublin at www.ise.ie:
 - (a) a copy of this Base Prospectus;
 - (b) any supplements to this Base Prospectus, any future base prospectuses relating to the Programme and any supplements to any future base prospectuses relating to the Programme; and
 - (c) copies of any Final Terms relating to Notes which are admitted to trading on Euronext Dublin’s Regulated Market.

For as long as the Programme remains valid with the Central Bank, copies of the following documents will be available on the website of the Issuer at www.danskebank.com (see “*Documents Incorporated by Reference*” for more details):

 - (a) the Articles of Association of the Issuer;
 - (b) all reports, letters, and other documents, valuation and statements prepared by any expert at the Issuer’s request any part of which is included or referred to in this Base Prospectus;
 - (c) the Annual Reports (as defined in “*Documents Incorporated by Reference*”);
 - (d) the Previous Terms and Conditions (as defined in “*Documents Incorporated by Reference*”); and
 - (e) any other documents incorporated herein by reference from time to time.
11. In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the relevant Final Terms or Pricing Supplement. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.
12. The issue price and amount of the Notes of any Tranche to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of the issue of such Tranche in accordance with prevailing market conditions.
13. Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and their

affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

14. The Legal Entity Identifier (LEI) code of the Issuer is MAES062Z21O4RZ2U7M96.
15. The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.
16. In this Base Prospectus, references to websites or uniform resource locators (each, a “**URL**”) are inactive textual references and are included for information purposes only. The contents of any such website or URL shall not form part of, or be deemed to be incorporated into, this Base Prospectus.

REGISTERED OFFICE OF THE ISSUER

Danske Bank A/S
2-12 Holmens Kanal
DK-1092 Copenhagen K
Denmark

DEALERS

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

BNP Paribas
16, boulevard des Italiens
75009 Paris
France

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Credit Suisse Securities (Europe) Limited
One Cabot Square
London E14 4QJ
United Kingdom

Danske Bank A/S
2-12 Holmens Kanal
DK-1092 Copenhagen K
Denmark

Deutsche Bank Aktiengesellschaft
Mainzer Landstrasse 11-17
60329 Frankfurt am Main
Germany

Goldman Sachs International
Plumtree Court
25 Shoe Lane
London EC4A 4AU
United Kingdom

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom

Morgan Stanley & Co. International plc
25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

Société Générale
29, boulevard Haussmann
75009 Paris
France

UBS Europe SE
Bockenheimer Landstraße 2-4
60306 Frankfurt am Main
Germany

AUDITORS OF THE ISSUER

Deloitte Statsautoriseret Revisionspartnerselskab

Weidekampsgade 6
DK-2300 Copenhagen S
Denmark

FISCAL AGENT

Citibank, N.A., London Branch

Citigroup Centre
Canary Wharf
London E14 5LB
United Kingdom

PRINCIPAL REGISTRAR

Citigroup Global Markets Europe AG

Reuterweg 16
D-60323 Frankfurt am Main
Federal Republic of Germany

VP SYSTEMS AGENT

Danske Bank A/S

Corporate Actions
2-12 Holmens Kanal
DK-1092 Copenhagen K
Denmark

LEGAL ADVISERS

To the Dealers as to English Law

Allen & Overy LLP

One Bishops Square
London E1 6AD
United Kingdom

To the Issuer as to Danish Law

Gorrissen Federspiel Advokatpartnerselskab

Axel Towers
Axeltorv 2
DK-1609 Copenhagen V
Denmark

IRISH LISTING AGENT

Matheson

70 Sir John Rogerson's Quay
Dublin 2
Ireland

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