Danske Bank

EUR 30,000,000,000
Global Covered Bond Programme

*Under this EUR 30,000,000,000 Global Covered Bond Programme (the "**Programme**"), Danske Bank A/S (the "**Issuer**" or the "**Bank**" or "**Danske Bank**") may from time to time issue European covered bonds (Premium) ("**Covered Bonds**") in accordance with the Danish Financial Business Act (lov om finansiel virksomhed), and relevant executive orders (bekendtgørelser) and regulations thereto as may be supplemented, amended, modified, varied, extended, replaced or re-enacted from time to time (as well as any judicial decisions and administrative pronouncements, all of which are subject to change, including with retroactive effect) (the "**Danish Covered Bond Legislation**"), denominated in any currency agreed between the Issuer and the relevant Dealer(s) (as defined below).*

*Covered Bonds may be issued in bearer form ("**Bearer Covered Bonds**"), registered form ("**Registered Covered Bonds**") or uncertificated book entry form cleared through the Danish, Norwegian and/or Swedish (as the case may be) central securities depository (together the "**VP Systems Covered Bonds**" and individually "**VP**", "**VPS**" and "**Euroclear Sweden**", respectively).*

*This 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 Issuer or of the quality of the Covered Bonds that are the subject of this Base Prospectus. In addition, such approval relates only to the Covered Bonds 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 (each, a "**Member State**") in circumstances that require the publication of a prospectus. Investors should make their own assessment as to the suitability of investing in the Covered Bonds.*

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 Covered Bonds under the Programme.

*Application has been made to Euronext Dublin for Covered Bonds issued under the Programme (other than Exempt Covered Bonds (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 Covered Bonds being "**listed**" (and all related references) on Euronext Dublin shall mean that such Covered Bonds have been admitted to the Official List of Euronext Dublin and to trading on the Regulated Market. Application may be made for Covered Bonds issued under the Programme (other than Exempt Covered Bonds) to be admitted to trading and to be listed on Nasdaq Copenhagen A/S, Oslo Børs, Nasdaq Stockholm AB 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. 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 Covered Bonds which are to be admitted to trading on a regulated market in the European Economic Area for the purposes of MiFID II. 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 Covered Bonds 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. The requirement to publish a prospectus under the Prospectus Regulation only applies to Covered Bonds 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. References in this Base Prospectus to "**Exempt Covered Bonds**" are to Covered Bonds for which no prospectus is required to be published under the Prospectus Regulation. The Central Bank has neither reviewed nor approved information contained in this Base Prospectus pertaining to Exempt Covered Bonds.*

Prospective investors should have regard to the factors described in the section titled "Risk Factors" in this Base Prospectus.

Arrangers

BNP PARIBAS

DANSKE BANK

HSBC

Dealers

BNP PARIBAS
CRÉDIT AGRICOLE CIB
HSBC
NATWEST

COMMERZBANK
DANSKE BANK
NATIXIS
UNICREDIT

The date of this Base Prospectus is 12 November 2026.

This Base Prospectus is to be read in conjunction with all documents that are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*" below). This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus. Accordingly references herein to this "**Base Prospectus**" are to this document, as supplemented from time to time, including such documents incorporated by reference.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms or Pricing Supplement for each Tranche (as defined in "Terms and Conditions of the Covered Bonds" below) of Covered Bonds issued under the Programme. To the best of the knowledge of the Issuer, the information contained in this Base Prospectus is in accordance with the facts and makes no omission likely to affect its import.

No person is or has been authorised by the Issuer or the Dealers to give any information or to make any representation other than those contained or that are incorporated by reference in this Base Prospectus and referred to below under "Documents Incorporated by Reference" in this Base Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers.

None of the Dealers has separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers or any of them as to the accuracy or completeness of the information contained in this Base Prospectus or any other information provided by the Issuer in connection with the Programme, any Covered Bonds or the distribution of any Covered Bonds. No Dealer accepts liability in relation to the information contained in this Base Prospectus or any other information provided by the Issuer in connection with the Programme.

Covered Bonds issued under the Programme will be liabilities only of the Issuer and not of any other person, including the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Covered Bonds (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation or constituting an invitation or offer by the Issuer or the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Covered Bonds, should purchase any Covered Bonds. Each investor contemplating purchasing any Covered Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the relevant Issuer Cover Pools (as defined below in "Risk Factors").

The delivery of this Base Prospectus does not at any time imply that the information contained herein concerning the Issuer and/or the Issuer Cover Pools is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer or the Issuer Cover Pools during the life of the Programme or to advise any investor in Covered Bonds issued under the Programme of any information coming to their attention. Investors should review, *inter alia*, the documents deemed incorporated herein by reference when deciding whether or not to purchase any Covered Bonds. Neither the Arrangers nor the Dealers have undertaken, nor will they undertake, any investigations, searches or other actions in respect of the loans and other assets contained or to be contained in the Issuer Cover Pools, but will instead rely on the obligations of the Issuer under the Danish Covered Bond Legislation. None of the Dealers will verify or monitor the application of the proceeds of any Green Covered Bonds (as defined below) issued under this Programme.

Each potential investor of Covered Bonds 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 Covered Bonds, the merits and risks of investing in the relevant Covered Bonds 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 Covered Bonds 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 Covered Bonds, including Covered Bonds 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 Covered Bonds 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 Covered Bonds under any applicable risk-based capital or similar rules.

The Covered Bonds have not been, and will not be, registered under the Securities Act of 1933, as amended (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 (as defined in Regulation S under the Securities Act) except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act.

The distribution of this Base Prospectus and the offer or sale of Covered Bonds may be restricted by law in certain jurisdictions. None of the Issuer and the Dealers represents that this document may be lawfully distributed, or that any Covered Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers that would permit a public offering of any Covered Bonds or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Covered Bonds may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this Base Prospectus or any Covered Bonds come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Covered Bonds in the United States, the European Economic Area, the United Kingdom ("**UK**"), Denmark and Japan (see "*Subscription and Sale*" below).

Registered Covered Bonds may be offered and sold in the United States exclusively to persons reasonably believed by the Dealers to be qualified institutional buyers ("**QIBs**"). Each U.S. purchaser of Registered Covered Bonds is hereby notified that the offer and sale of any Registered Covered Bonds to it may be made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A under the Securities Act or any other applicable exemption. To permit compliance with Rule 144A under the Securities Act in connection with the resales of Registered Covered Bonds, the Issuer is required to furnish, upon request of a holder of a Registered Covered Bond and a prospective purchaser designated by such holder, the information required to be delivered under Rule 144A(d)(4) under the Securities Act. Registered Covered Bonds are not transferable to other holders within the United States except upon satisfaction of certain conditions as described under "*Subscription and Sale*".

The Covered Bonds have not been recommended by or approved or disapproved by the United States Securities and Exchange Commission (the "**SEC**") or any other federal or state securities commission in the United States nor has the SEC or any other federal or state securities commission confirmed the accuracy or determined the adequacy of this Base Prospectus. Any representation to the contrary is a criminal offence in the United States. The Covered Bonds are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under applicable federal or state securities laws pursuant to a registration statement or an exemption from registration. Investors should be aware that they may be required to bear the financial risks of this investment for an indefinite period of time.

The Issuer is a commercial bank with limited liability organised under the laws of Denmark. None of the directors and executive officers of the Issuer is a resident of the United States, and all or a substantial portion of the assets of the Issuer and such persons are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or such persons or to enforce against any of them in the United States courts judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any State or territory within the United States.

This Base Prospectus includes "forward-looking statements". All statements other than statements of historical facts included in this Base Prospectus, including, without limitation, those regarding the Issuer's financial position, business strategy, plans and objectives of management for future operations, are forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Issuer, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the Issuer's present and future business strategies and the environment in which the Issuer will operate in the future. Important factors that could cause the Issuer's actual results, performance or achievements to differ materially from those in the forward-looking statements include, but are not limited to, those discussed in the section titled "Risk Factors". These forward-looking statements speak only as of the date on which they are made. The Issuer expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the Issuer's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

For so long as any Covered Bonds remain outstanding and are "restricted securities" (as defined in Rule 144(a)(3) under the Securities Act), the Issuer shall, during any period in which it is neither subject to Sections 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**") nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, make available to any holder of, or beneficial owner of an interest in, such Covered Bonds in connection with any resale thereof and to any prospective purchaser designated by such holder or beneficial owner, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act.

All references in this Base Prospectus to "**U.S. Dollars**", "**U.S. $**", "**USD**" and "**$**" refer to United States Dollars, those to "**DKK**" refer to Danish Kroner, those to "**Yen**" refer to Japanese Yen, and those to "**euro**", "**EUR**" and "**€**" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended, of those members of the European Union which are participating in the European economic and monetary union (the "**Eurozone**").

In this Base Prospectus, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as supplemented, amended, modified, varied, extended, replaced or re-enacted from time to time.

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 the applicable law. Capitalised terms used in this Base Prospectus have been defined in the section titled "Terms and Conditions of the Covered Bonds" or throughout this Base Prospectus.

Accordingly, references to the Terms and Conditions shall be construed as references to the Terms and Conditions unless the context specifically states otherwise.

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF COVERED BONDS, THE DEALER OR DEALERS (IF ANY) NAMED AS THE STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISATION MANAGER(S)) IN THE RELEVANT FINAL TERMS OR PRICING SUPPLEMENT MAY OVER-ALLOT COVERED BONDS OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE COVERED BONDS 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 COVERED BONDS IS MADE AND, IF BEGUN, MAY CEASE AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF THIRTY DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF COVERED BONDS AND SIXTY DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF COVERED BONDS. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISATION MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

The rating of certain Series (as defined in "Terms and Conditions of the Covered Bonds" below) of Covered Bonds 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 Covered Bonds 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 (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). A list of registered credit rating agencies is available on the European Securities and Markets Authority ("**ESMA**") website at *www.esma.europa.eu/page/List-registered-and-certified-CRAs*.

In general, UK 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 UK and registered under the Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

Interest and/or other amounts payable under Floating Rate Covered Bonds may be calculated by reference to certain Reference Rates (as defined in the Terms and Conditions). Any such Reference Rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (as amended) (the

"**Benchmarks Regulation**"). If any such Reference Rate does constitute such a benchmark, the relevant Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the Benchmarks Regulation. 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 to reflect any change in the registration status of the administrator.

EUROPEAN ECONOMIC AREA RETAIL INVESTORS

If the relevant Final Terms or Pricing Supplement in respect of any Covered Bonds includes a legend titled "*Prohibition of Sales to European Economic Area Retail Investors*", the Covered Bonds 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. 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 Covered Bonds or otherwise making them available to retail investors in the European Economic Area has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the European Economic Area may be unlawful under the PRIIPs Regulation.

UNITED KINGDOM RETAIL INVESTORS

If the relevant Final Terms or Pricing Supplement in respect of any Covered Bonds includes a legend titled "*Prohibition of Sales to United Kingdom Retail Investors*", the Covered Bonds are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes, a "**retail investor**" means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") ("**UK MiFIR**"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024 (the "**POATRs**"). Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024, as applicable.

MIFID II PRODUCT GOVERNANCE/TARGET MARKET

The relevant Final Terms or Pricing Supplement in respect of any Covered Bonds may include a legend titled "*MiFID II Product Governance*" which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (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 Covered Bonds (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 Covered Bonds about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID**

Product Governance Rules"), any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, 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.

UK MIFIR PRODUCT GOVERNANCE/TARGET MARKET

The relevant Final Terms or Pricing Supplement in respect of any Covered Bonds may include a legend titled "*UK MiFIR Product Governance*" which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. A distributor (as defined above) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Covered Bonds (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 Covered Bonds about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purposes of the UK MiFIR Product Governance Rules.

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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 "Form of the Covered Bonds" or "Terms and Conditions of the Covered Bonds" 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 HSBC Continental Europe
Dealers:	BNP PARIBAS Commerzbank Aktiengesellschaft Crédit Agricole Corporate and Investment Bank Danske Bank A/S HSBC Continental Europe Natixis NatWest Markets N.V. UniCredit Bank GmbH
Fiscal Agent and Principal Registrar:	Citibank, N.A., London Branch
Irish Listing Agent:	Matheson LLP
VP Systems Agent:	Danske Bank A/S
Programme Amount:	EUR 30,000,000,000 (and, for this purpose, any Covered Bonds denominated in another currency shall be translated into euro at the date of the agreement to issue such Covered Bonds using the spot rate of exchange for the purchase of such currency against payment of euros being quoted by the Fiscal Agent on the date on which the relevant agreement 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 Covered Bonds outstanding at any one time. The maximum aggregate principal amount of Covered Bonds 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:	Covered Bonds will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Covered Bonds of each Series will all be subject to identical terms, except that the issue date, the date of the first payment of interest (if any), the amount, and/or the issue price thereof may be different in respect of different Tranches.
Categories of Covered Bonds:	Where the relevant Final Terms or Pricing Supplement specifies that a Covered Bond is a Category C Covered Bond, the relevant Issuer Cover Pool shall be the Category C Cover Pool. Where the relevant Final Terms or Pricing Supplement specifies that a Covered Bond is a Category D Covered Bond, the relevant Issuer Cover Pool shall be the Category D Cover Pool. Where the relevant Final Terms or Pricing Supplement specifies that a Covered Bond is a Category I Covered Bond, the relevant Issuer Cover Pool shall be the Category I Cover Pool.
Final Terms or Pricing Supplement:	Each Tranche of Covered Bonds other than Exempt Covered Bonds will be the subject of the Final Terms which, for the purposes of that Tranche only, completes the Terms and Conditions of the Covered Bonds. Each Tranche of Exempt Covered Bonds 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 Covered Bonds. 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 Covered Bonds are the Terms and Conditions of the Covered Bonds as completed by the relevant Final Terms or (in the case of Exempt Covered Bonds) as completed and/or amended and/or replaced by the relevant Pricing Supplement. See also "*Exempt Covered Bonds*" below.
Distribution:	Covered Bonds may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Covered Bonds may be denominated in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements (each a "**Specified Currency**").
Maturities:	Subject to compliance with all relevant laws, regulations and directives, any maturity as agreed between the Issuer and the relevant Dealer(s).

Issue Price:	Covered Bonds may be issued at any price, as specified in the relevant Final Terms or Pricing Supplement.
Form of Covered Bonds:	The Covered Bonds will be issued in bearer form, registered form or, in the case of VP Systems Covered Bonds, uncertificated book entry form, as described in "Form of Covered Bonds" below. VP Systems Covered Bonds will not be evidenced by any physical covered bond or document of title. Entitlements to VP Systems Covered Bonds will be evidenced by the crediting of VP Systems Covered Bonds to accounts with the relevant VP, VPS or Euroclear Sweden (as the case may be). In respect of each Tranche of Bearer Covered Bonds, the Issuer will deliver a Temporary Global Covered Bond or a Permanent Global Covered Bond. Interests in each Temporary Global Covered Bond will, not earlier than forty days after the issue date of the relevant Tranche of the Covered Bonds upon certification as to non-U.S. beneficial ownership, be exchangeable for interests in a Permanent Global Covered Bond or, if so specified in the relevant Final Terms or Pricing Supplement, for Definitive Covered Bonds in bearer form in accordance with its terms. Interests in each Permanent Global Covered Bond will be exchangeable for Definitive Covered Bonds in bearer form. Definitive Covered Bonds in bearer form will, if interest-bearing, have Coupons attached and, if appropriate, Talons. In respect of each Tranche of Registered Covered Bonds, the Issuer will deliver to each holder Registered Covered Bonds which will be recorded in the register which the Issuer shall procure to be kept by the Registrar. A Global Registered Covered Bond may be registered in the name of a nominee for one or more clearing systems or, in the case of Registered Covered Bonds held under the NSS, in the name of a nominee of the common safe-keeper. Registered Covered Bonds will not be represented upon issue by a Temporary Global Covered Bond and may not be exchanged for Bearer Covered Bonds.
Clearing Systems:	Euroclear, Clearstream, Luxembourg, DTC, VP, VPS and/or Euroclear Sweden and/or, in relation to any Tranche of Covered Bonds, any other clearing system as may be specified in the relevant Final Terms or Pricing Supplement.
Status of the Covered Bonds:	Each relevant Category of Covered Bonds constitutes ordinary and unsubordinated obligations issued in accordance with the Danish Covered Bond Legislation and ranks *pari passu* among themselves and with related derivative contracts contained in the relevant Issuer Cover Pool (as specified in the relevant Final Terms or Pricing Supplement). Senior Debt (if any) ranks immediately

	thereafter. To the extent that claims in relation to the relevant Category of 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 relevant Issuer 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 obligations, and ahead of the obligations under the non-preferred senior debt obligations of the Issuer as well as ahead of the subordinated obligations of the Issuer. See "*Overview of Danish Legislation Relating to Covered Bonds*".
Fixed Rate Covered Bonds:	Covered Bonds may provide for interest based on a fixed rate ("**Fixed Rate Covered Bonds**"). Interest will be payable on Fixed Rate Covered Bonds on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) (as specified in the relevant Final Terms or Pricing Supplement) and on redemption.
Floating Rate Covered Bonds:	Covered Bonds may provide for interest based on a floating rate ("**Floating Rate Covered Bonds**"). Floating Rate Covered Bonds will bear interest at a rate determined: (i) on the same basis as the floating rate under a notional interest-rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions; or (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or (iii) on such other basis as may be agreed between the Issuer and the relevant Dealer(s), as specified in the relevant Final Terms or Pricing Supplement. The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer(s) for each Series of Floating Rate Covered Bonds.
Other provisions in relation to Floating Rate Covered Bonds:	Floating Rate Covered Bonds may also have a maximum interest rate, a minimum interest rate or both (as specified in the relevant Final Terms or Pricing Supplement). Interest on Floating Rate Covered Bonds in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer(s), will be payable on such Interest Payment Dates and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s).

Zero Coupon Covered Bonds:	Covered Bonds may provide that no interest is payable ("**Zero Coupon Covered Bonds**"). Zero Coupon Covered Bonds will be offered and sold at a discount to their nominal amount and will not bear interest.
Redemption:	The relevant Final Terms or Pricing Supplement will indicate the scheduled maturity date of such Covered Bonds (the "**Maturity Date**") and will also indicate whether such Covered Bonds can be redeemed prior to their stated maturity for taxation reasons or whether such Covered Bonds will be redeemable at the option of the Issuer ("**Call Option**") and/or at the option of the Covered Bondholders ("**Put Option**"), in each case upon giving the applicable irrevocable notice (as specified in the relevant Final Terms or Pricing Supplement) to the Covered Bondholders or the Issuer, as the case may be, on a date or dates specified in the relevant Final Terms or Pricing Supplement, at the maturity and at a price or prices and on such terms as are specified in the relevant Final Terms or Pricing Supplement.
Statutory maturity extension and extension options for Covered Bonds that are to be consolidated and form a single Series with Covered Bonds issued prior to 8 July 2022:	In respect of any issuances of Covered Bonds after 8 July 2022, according to the Danish Covered Bond Legislation, any administrator that has been appointed in the event of insolvency of the Issuer, revocation of the Issuer's banking licence or the revocation of the Issuer's Covered Bonds Licence will in certain circumstances have the possibility of extending the maturity of the Covered Bonds by one year. However, in respect of any Covered Bonds that are to be consolidated and form a single series with any Category D Covered Bonds issued after 1 January 2015 and before 8 July 2022, according to the Danish Covered Bond Legislation, an administrator that has been appointed in the event of insolvency of the Issuer, revocation of the Issuer's banking licence or revocation of the Issuer's Covered Bonds Licence will in certain circumstances have the possibility of extending the maturity of the Covered Bonds by one year at a time. In addition, for any Covered Bonds that are to be consolidated and form a single Series with Covered Bonds issued prior to 8 July 2022, where the relevant Final Terms or Pricing Supplement provide that an Extended Maturity Date applies to such Series of Covered Bonds, the Issuer fails to redeem the relevant Covered Bonds in full on the Maturity Date or within three Business Days thereafter, the maturity of the outstanding Covered Bonds and the date on which such Covered Bonds will be due and repayable for the purposes of the Terms and Conditions will be automatically extended up to but no later than the Extended Maturity Date, (A) subject as otherwise provided for in the

	relevant Final Terms or Pricing Supplement and (B) provided that, (unless to do so would result in the Issuer being unable to maintain the relevant credit rating(s) from the relevant rating agencies appointed by the Issuer at the relevant time in respect of such Series of Covered Bonds) the Issuer may impose restrictions on the circumstances in which such automatic extension can apply if it determines in its sole and absolute discretion that such restrictions are required to ensure that the relevant Covered Bonds remain compliant with the Danish Covered Bond Legislation. In the event that the maturity is automatically extended, the Issuer may redeem all or any part of the principal amount outstanding of the Covered Bonds on any Interest Payment Date falling in any month after the Maturity Date up to and including the Extended Maturity Date or as otherwise specified in the relevant Final Terms or Pricing Supplement. As regards interest on Covered Bonds to which an Extended Maturity Date so applies, if the Issuer fails to redeem the relevant Covered Bonds in full on the Maturity Date or within three Business Days thereafter, the Covered Bonds will bear interest on the principal amount outstanding of the Covered Bonds from (and including) the Maturity Date to (but excluding) the Extended Maturity Date or, if the Covered Bonds are redeemed prior to the Extended Maturity Date, the Interest Payment Date on which they are redeemed, based on a floating rate calculated with reference to EURIBOR or its equivalent depending on the currency of the relevant Covered Bonds and will be payable in respect of the Interest Period ending immediately prior to the relevant Interest Payment Date in arrear or as otherwise provided for in the relevant Final Terms or Pricing Supplement on each Interest Payment Date after the Maturity Date at the rate specified in the relevant Final Terms or Pricing Supplement. In the case of Covered Bonds which are Zero Coupon Covered Bonds up to (and including) the Maturity Date and for which an Extended Maturity Date applies, the initial outstanding principal amount on the Maturity Date for the above purposes will be the total amount otherwise payable by the Issuer but unpaid on the relevant Covered Bonds on the Maturity Date. See "*Role and Powers of the administrator*" in "Risk Factors" below and "*Overview of Danish Legislation Relating to Covered Bonds*" below.
Denominations:	Covered Bonds will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as specified in the relevant Final Terms or Pricing Supplement save that the minimum denomination

	of each Covered Bond 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 Covered Bonds are denominated in a currency other than euro, the equivalent amount in such currency at the time of issue) or such other amount as may be allowed or required from time to time by the relevant regulatory authority or any laws or regulations applicable to the relevant Specified Currency.
Taxation:	All payments in respect of the Covered Bonds will be made without deduction for or on account of withholding taxes imposed within Denmark, subject as provided in Condition 8 (*Taxation*).
Negative Pledge:	The Covered Bonds will not contain a negative pledge provision.
Cross Default and other Events of Default:	The Covered Bonds will not contain a cross-default provision or any other events of default entitling Covered Bondholders to demand immediate redemption.
Listing and Admission to Trading:	Each Series 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 they will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system.
Governing Law:	The Covered Bonds and any non-contractual obligations arising out of or in connection with them will be governed by, and construed in accordance with, English law except for Condition 4 (*Status of the Covered Bonds*), Condition 16.6 (*Acknowledgement of Danish Statutory Cover Pool Powers and Danish Statutory Stay Powers*) and the registration of Covered Bonds in VP, which will be governed by, and construed in accordance with, Danish law. In the case of registration of Covered Bonds in VPS or Euroclear Sweden, these shall be governed by Norwegian and Swedish laws and regulations, respectively. VP Systems Covered Bonds must comply with the relevant regulations of VP, VPS or Euroclear Sweden (as the case may be) and the holders of VP Systems Covered Bonds will be entitled to the rights and are subject to the obligations and liabilities which arise under the relevant regulations and legislation in Denmark, Norway or Sweden.

Ratings:

Each Issuer Cover Pool and/or Covered Bond issue has 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 Ireland Limited (or any successor thereto) ("**Fitch**"), Scope Ratings GmbH (or any successor thereto) ("**Scope**"), Moody's Investors Service (Nordics) AB (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 rating	A+	AA	A1
short-term Issuer rating	A-1	F1+	P-1

Each of S&P, Fitch, Scope, Moody's and NCR is established in the European Union 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*.

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

Series of Covered Bonds 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 Covered Bonds is rated, such rating (which may be an expected rating) will not necessarily be the same as the rating(s) initially assigned to previous Series of Covered Bonds 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 Covered Bonds will be maintained by the Issuer 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 rating information should always be sought by direct reference to the relevant rating agency.
Selling Restrictions:	There are selling restrictions on the offer, sale and transfer of the Covered Bonds in the United States, the European Economic Area, the UK, Denmark and Japan and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Covered Bonds. See "Subscription and Sale". For United States securities law only, the Issuer is a Category 2 issuer under Regulation S. Bearer Covered Bonds will be issued in compliance with U.S. Treasury Regulations §1.163-5 (c) (2) (i) (D) (or any successor United States Treasury regulation section, including without limitation, successor regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the "**D Rules**") or 1.163-5 (c) (2) (i) (C) (or any successor United States Treasury regulation section, including without limitation, successor regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the "**C Rules**"), unless the Bearer Covered Bonds are issued in circumstances in which the Bearer Covered Bonds will not constitute "Registration required obligations" for U.S. federal income tax purposes, which circumstances will be referred to in the relevant Final Terms or Pricing Supplement as a transaction to which TEFRA is not applicable.
Exempt Covered Bonds:	The Issuer may agree with any Dealer that Exempt Covered Bonds may be issued in a form not contemplated by the Terms and Conditions of the Covered Bonds and this General Description of the Programme, in which event the relevant provisions will be included in the relevant Pricing Supplement.

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 Covered Bonds issued under the Programme. All of these factors are contingencies which may or may not occur.

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

The Issuer believes that the factors described below represent the material risks inherent in investing in Covered Bonds issued under the Programme, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with any Covered Bonds 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 Covered Bonds, whether obtained through experience, training or otherwise, or the lack of such specific knowledge and/or understanding, or circumstances that may apply to a particular investor.

Words and expressions defined in the "Terms and Conditions of the Covered Bonds" 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 Covered Bonds.

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

Risks relating to the mortgage loan business and the relevant real estate markets and economies

The location of the Mortgaged Properties is concentrated in certain countries

Mortgaged real estate in respect of residential properties securing the Covered Bonds issued under the Programme may be located in Denmark in the case of Category D Covered Bonds, or in Denmark, Sweden and/or Norway, and/or possibly in other countries in which the Issuer operates or will operate subject to the prior approval of the Danish Financial Supervisory Authority (*Finanstilsynet*) (the "**DFSA**") in the case of Category I Covered Bonds. Mortgaged real estate in respect of "commercial" (as explained in "*Issuer's Licence to issue Covered Bonds and Issuer Cover Pools*" below) and/or residential properties securing the Covered Bonds issued under the Programme may be located in Sweden and/or Norway, and/or possibly in other countries in which the Issuer operates or will operate subject to the prior approval of the DFSA in the case of Category C Covered Bonds. Such real estate properties may be concentrated in certain locations such as densely populated and highly industrialised areas and any deterioration in prices in the residential or, as the case may be, commercial, real estate markets and any deterioration in the economic conditions in such areas may adversely affect the ability of the borrowers to make payments on the loans. The concentration of loans secured by residential or, as the case may be, commercial properties in such areas may, therefore, result in a greater risk of non-payment than if such concentration had not been present.

To the extent that specific geographic regions have experienced or may experience in the future regional economic conditions and residential and/or commercial real estate markets that are weaker

than other regions, a concentration of loans in such a region may increase the risk to the mortgage loans described herein.

Moreover, such factors may have an impact on the value of the properties. If the residential or, as the case may be, commercial real estate markets in the countries where mortgaged properties are located experience an overall decline in property values, the value of the relevant pool of assets maintained by the Issuer being the Category C Cover Pool, the Category D Cover Pool or the Category I Cover Pool (together the "**Issuer Cover Pool(s)**" or each a "**relevant Issuer Cover Pool**") could be significantly reduced and, may ultimately, result in losses allocable to the relevant Category of Covered Bonds should it be necessary to enforce the security granted in respect of such properties.

Economic conditions in the relevant countries could have an adverse effect

As the assets which make up the relevant Issuer Cover Pool may include loans secured by mortgages on (i) residential properties which may be located in Denmark in the case of Category D Covered Bonds, or in Denmark, Sweden and/or Norway, and/or possibly in other countries where the Issuer operates or will operate subject to prior approval of the DFSA in the case of Category I Covered Bonds or (ii) "commercial" and/or residential properties which may be located in Sweden and/or Norway, and/or possibly in other countries in which the Issuer operates or will operate subject to the prior approval of the DFSA in the case of Category C Covered Bonds then, to the extent that these countries constitute a material part of the Issuer's business, the values of the assets and the ability of the Issuer to continue to make timely payments on the relevant Category of Covered Bonds could be adversely affected by, among other things, adverse developments in the relevant economies and/or residential and/or, as the case may be, commercial real estate markets.

Business risk factors could result in an adverse effect

In relation to the loans in the relevant Issuer Cover Pool that are granted with mortgages as collateral, the credit risk may partly be related to the performance of (i) the residential real estate market in Denmark in the case of Category D Covered Bonds, or in Denmark, Sweden and/or Norway, and/or possibly in other countries where the Issuer operates or will operate subject to the prior approval of the DFSA in the case of Category I Covered Bonds or (ii) the "commercial" and/or residential real estate markets in Sweden and/or Norway, and/or possibly in other countries in which the Issuer operates or will operate subject to the prior approval of the DFSA in the case of Category C Covered Bonds. There can be no guarantees regarding the future development of the value of the collateral. Should the prices of real property generally, and the residential and/or commercial real estate markets in particular, substantially decline, this could affect the Issuer's financial position and, in turn, its ability to service the Covered Bonds.

In particular, with respect to Category C Covered Bonds and Category I Covered Bonds, when security is enforced, a court order may be needed to establish the borrower's obligation to pay and to enable a sale by executive measures. The Issuer's ability to make use of the collateral with respect to Category C Covered Bonds and Category I Covered Bonds without the consent of the borrower may be dependent on the relevant court decision and the executive measures, on other relevant circumstances in the relevant mortgage market and on prevailing levels of demand for the relevant real property.

There are many circumstances that affect the level of credit losses, early repayments, withdrawals and final payments of interest and principal amounts, such as changes in the economic climate, both nationally and internationally, and changes regarding taxation, interest rate developments, level of unemployment, inflation and/or the political environment. Borrowers may default as a result of interest rate increases or as a result of adverse developments in their own personal circumstances (for example, in respect of residential mortgages following redundancy or divorce and in respect of commercial mortgages, following insolvency of the borrower and/or insolvency of the tenant of the

relevant commercial property and/or failure (for any reason) by such tenant to make rental payments in respect of such commercial property).

Default in respect of the assets comprised in the relevant Issuer Cover Pool could jeopardise the Issuer's ability to make payments in full or on a timely basis on the relevant Category of Covered Bonds. Risks attaching to the relevant Category of Covered Bonds as a result of default in respect of the assets in the relevant Issuer Cover Pool are reduced by a number of features of the Covered Bonds, including the ability of the Issuer to substitute assets to and from the relevant Issuer Cover Pool. However, if a material amount of assets in the relevant Issuer Cover Pool were to default, there is no guarantee that the required level of assets within the relevant Issuer Cover Pool could be maintained or that the Issuer would be in a position to substitute non-defaulting assets for the defaulting assets.

Risks relating to the Issuer

The Danske Bank Group is exposed to a variety of risks, the most significant of which are strategic risk, credit risk, market risk, liquidity risk, life insurance risk, operational risk, information technology & security risk, data risk, financial crime risk and regulatory compliance risk. Furthermore, sustainability risk is considered as a cross-taxonomy risk driver which may impact all the above-mentioned risk types

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:

- Strategic risk: The risk of not achieving strategic business objectives such as profit or loss targets due to either internal or external factors.

- Credit risk: The risk of loss arising from the failure of a borrower or obligor to meet its contractual obligation towards the Group.

- Market risk: The risk of loss in on- and off-balance sheet positions arising from adverse movements in market prices.

- Liquidity risk: The risk of not having sufficient liquidity or funding which can result in having to issue instruments at excessive costs, inability to pursue the business strategy, or failing payment obligations.

- Life insurance risk: The risk of loss resulting from life insurance activities.

- Operational risk: The risk of loss resulting from inadequate or failed internal processes, people and systems or from external events, including legal risks.

- Information technology and security risk: Risk of loss due to breach of confidentiality, failure of integrity of systems and data or inappropriateness or unavailability of systems and data. This includes security risks resulting from inadequate or failed internal processes or external events including cyber-attacks.

- Data risk: Risk of loss due to untimely or flawed decision making based on insufficient or inappropriate data.

- Financial crime: The risk of internal or external parties using the Group's infrastructure, products and services to move and conceal proceeds of criminal conduct, defraud, manipulate or circumvent established rules, laws and regulations, particularly in the areas of money laundering, terrorist financing, sanction violations as well as bribery and corruption, fraud and tax evasion/facilitation of tax evasion.

- Regulatory compliance risk: The risk of incurring regulatory, criminal, or administrative sanctions, material financial loss, or loss of reputation, which the Group may suffer as a result of its failure to comply with laws, rules and standards applicable to the Group's activities in the areas of treating customers fairly, market integrity, data protection and confidentiality and breach of licensing, accreditation and registration requirements.

The cross-taxonomy risk driver, which may impact all the risk categories listed above, is:

- Sustainability risk: The risk of significant negative impact on the Group's financials, operations and/or reputation, due to current or prospective impacts from – environmental, social or governance events or conditions.

The Group assesses risks impact in the following categories: financial impact, regulatory impact, reputational impact, customer impact and market impact. Failure to control these risks could result in adverse effects on the Issuer.

Regulatory changes could materially affect the Issuer's business

The Group has legal entities and branches in the European Union, including in member states whose currency is the euro, as well as legal entities and branches outside the European Union. The Group is subject to financial services laws, regulations, administrative actions and policies in Denmark and in each other jurisdiction in which the Group carries out regulated activities. Changes in supervision and regulation, in particular in European Union law and Danish law, could materially affect the Issuer's own funds requirements (as described below in "*The Issuer faces a possible increase in own funds requirements due to the finalisation of the Basel III Framework*"), business, the products and services offered and/or the value of its assets. Although the Issuer works closely with its regulators and continually monitors relevant regulatory developments, future changes in regulation, fiscal policies or other policies can be unpredictable and are beyond the control of the Issuer.

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 ("**AML**") and terrorist financing laws. The supervisory authorities conduct on-going inspections from time to time of the Group's compliance with AML legislation, sanctions, and terrorist financing laws, which can potentially lead to supervisory actions.

The Group is also subject to various laws and regulations relating to financial and economic sanctions in the jurisdictions in which it operates, including but not limited to those of the Nordic countries, the European Union, the United Kingdom and the United States. In connection with 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 the Group's compliance with its obligations, and in relation to certain customer payments and other transactions that may have been made illegally or for improper purposes using the Group's banking network. The Group has made such voluntary self-reporting to relevant authorities and, owing to the Group's business volume, it has ongoing dialogues with regulatory authorities in various jurisdictions, and the outcome of such discussions is often uncertain. 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. The Group continues to invest heavily to improve its compliance controls and procedures. Failure by the Group to comply with

financial and economic sanctions may result in regulatory or criminal investigations, fines and other penalties on the Group, and its business and reputation could suffer if the Group failed to comply with its obligations or its 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. Further information on specific legal proceedings and developments are included in the section "Legal and Regulatory Proceedings" on pages 143-144 of this Base Prospectus.

The Issuer faces a possible increase in own funds requirements due to the finalisation of the Basel III Framework

In December 2017, the Basel Committee on Banking Supervision (the "**BCBS**") published the finalisation of the Basel III framework, which included (i) the standardised approach for credit risk, (ii) internal ratings-based approach for credit risk, (iii) minimum capital requirements for credit valuation adjustment risk, (iv) minimum capital requirements for non-financial risk, (v) output floor and (vi) leverage ratio. In addition, the BCBS published the revised minimum capital requirements for market risk in January 2019. The above-described two publications of the BCBS are collectively referred to as the "**Finalisation of the Basel III Framework**".

As part of the European Union's banking package of 2021, and in order to implement the Finalisation of the Basel III Framework, the European Commission adopted, in October 2021, a proposal to amend Regulation (EU) No 575/2013 (the "**CRR III Proposal**") and a proposal to amend Directive 2013/36/EU (the "**CRD VI Proposal**"). The CRR III Proposal and CRD VI Proposal include several European Union-specific deviations from the Finalisation of the Basel III Framework. In June 2023, the EU co-legislators reached a political agreement on the CRR III Proposal and the CRD VI Proposal, and, in May 2024, the new rules were adopted. The final legal texts, Regulation (EU) 2024/1623 ("**CRR III**") and Directive (EU) 2024/1619 ("**CRD VI**") were published in June 2024, entered into force on 9 July 2024, and applied from 1 January 2025, except for the Fundamental Review of the Trading Book (the "**FRTB**") rules, the application of which has been postponed until 1 January 2027. In addition, the European Commission has adopted a proposal with targeted and temporary adjustments to the FRTB. The Commission proposal was adopted in September 2026 by the European Parliament and Council, implying that the targeted and temporary adjustments will apply from 1 January 2027 until the end of 2029.

Taking into account the transitional arrangements with regard to the output floor, the Group currently expects the output floor to restrict the Group at the earliest in 2033, when the transitional arrangements are set to lapse. As CRR III and CRD VI are subject to a lengthy phase-in period until at least 2033, the Bank cannot determine their precise effects on the Bank's or the Group's financial performance or the impact on the pricing of its Covered Bonds issued under the Programme. Further, Denmark has transposed CRD VI with effect from 1 July 2025. This included legislation to the effect that the CRR III output floor will not apply for Danish subsidiaries of Danish groups, stipulating that Realkredit Danmark from 1 January 2026 was not subject to the output floor at the solo level. Further, Danish legislators also implemented the transitional arrangement for exposures secured by residential real estate property with regards to the output floor, which the Group thus expects to apply. The new rules took effect on 1 July 2025.

Prospective investors in the Covered Bonds should consult their own advisers as to the consequences of any implementation of CRR III and CRD VI.

*European Union law includes 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, as amended or replaced from time to time (the "**BRRD**") that established a framework for the recovery and resolution of, inter alia, credit institutions and provides the resolution tools, including the bail-in tool, and the power to write down or convert relevant capital instruments and certain eligible liabilities. Should the Group enter into resolution this could, in certain limited circumstances, ultimately entail the bail-in of any Residual Claims*

The European Union's banking package of 2019 included Directive (EU) 2019/878 ("**CRD V**"), Regulation (EU) 2019/876 ("**CRR II**") and Directive (EU) 2019/879 ("**BRRD II**"). CRD V and BRRD II were implemented into Danish law via Act No. 2110 of 22 December 2020 (the "**Danish BRRD II/CRD V Act**").

The Danish implementation of BRRD and BRRD II entails the risk of an application of (i) the resolution tools, including the application of the bail-in tool on all non-excluded liabilities, in case of a resolution and (ii) the power to write down or convert relevant capital instruments and certain eligible liabilities that may be exercised either (a) independently of a resolution action or (b) in combination with a resolution action, where the conditions for resolution are met.

The general bail-in tool is not intended to apply to secured debt (such as the Covered Bonds). However, to the extent that claims in relation to the relevant Category of Covered Bonds are not met out of the assets of the relevant Issuer Cover Pool ("**Residual Claims**") or the proceeds arising from it, the Residual Claims may be subject to write-down or conversion into equity on an application of the general bail-in tool, which may result in Covered Bondholders losing some or all of their investment. Furthermore, suspension rights are available to FS under the Danish Statutory Stay Powers. In the limited circumstances described above, the exercise of any power based on the implementation of BRRD and BRRD II or any suggestion of such exercise could, therefore, materially adversely affect the rights of Covered Bondholders, the price or value of their investment in any relevant Covered Bonds and/or the ability of the Issuer to satisfy its obligations under any relevant Covered Bonds. Prospective investors of Covered Bonds should consult their own advisors as to the consequences of the implementation of BRRD and BRRD II.

On 18 April 2023, the European Commission published its proposal to adjust and further strengthen the EU's existing bank crisis management and deposit insurance ("**CMDI**") framework, with a focus on medium-sized and smaller banks. This includes possible amendments to the BRRD. Even though targeting small and medium-sized banks, the proposal includes elements that could affect the Group if adopted. This includes proposed changes to the approach for depositor preference and the potential application of deposit guarantee schemes in resolution. According to the European Commission's proposal, the current so-called 'super preference' for covered deposits and retail deposits would be replaced by a one-tier depositor preference, implying that all deposits will rank *pari passu*. In 2025 the co-legislators reached a political compromise on the CMDI framework. In April 2026, the CMDI was published in the EU Official Journal. The CMDI now has to be transposed into national law. As the Danish transposition of the CMDI framework is still pending, the Issuer cannot precisely determine the potential implications on the Issuer or the Group.

The Group faces a possible continuation of an increased own funds requirement due to the recommendation from the Danish Systemic Risk Council to introduce a 7 per cent. Systemic Risk Buffer Requirement on exposures to Danish commercial real estate companies

On 3 October 2023, it was announced that the Danish Systemic Risk Council has recommended to the minister for Industry, Business and Financial Affairs to activate a sector-specific Systemic Risk Buffer ("**SyRB**") with a buffer rate of 7 per cent. for exposures to real estate companies in Denmark.

The Danish government has followed the recommendation and activated the SyRB effective from 30 June 2024.

On 7 October 2025, it was announced that the Danish Systemic Risk Council has recommended to the Minister for Industry, Business and Financial Affairs to maintain the SyRB with a buffer rate of 7 per cent. with adjustments to exposures in scope of the SyRB. The Minister has a three-month period to decide on the recommendation. On 30 June 2026, the Danish government decided to follow the recommendation from the Danish Systemic Risk Council, effective from 30 June 2026.

The Group may be affected by changes to the EU covered bonds framework

On 23 September 2025, the European Banking Authority ("**EBA**") published its advice in response to the European Commission's Call for Advice (CfA) on the review and performance of the EU covered bonds framework. The advice from the EBA includes targeted recommendations aimed at enhancing harmonisation across national and EU-level frameworks, improving legal clarity and transparency, and expanding the scope of the EU covered bond ecosystem.

The timeline for a potential reform of the EU covered bonds framework is currently unknown, and prospective investors in the Covered Bonds should consult their own advisers as to the consequences of any potential legislative reform of the EU covered bonds framework.

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 countries and Northern Ireland.

Like other European economies, the Nordic countries have been negatively affected by the rise in energy prices in 2026, even though the share of oil and gas in total consumption is lower than the European average. If energy prices increase dramatically, for example as a consequence of war in the Middle East, that can potentially cause a recession. To prevent inflation from higher energy prices from becoming lasting high inflation, the European Central Bank has increased its interest rates by 0.50 percentage points in 2026 so far and may increase them further. The Danish Central Bank similarly increased its rates. The Norwegian central bank has also increased its interest rates by 0.50 percentage points in 2026 and may also increase further. The Swedish central bank has raised its interest rates by 0.25 percentage points and indicated its intention to increase rates further.

The imposition of trade tariffs and the potential for a trade war between the U.S. and several other countries and regions could disrupt trade patterns and negatively affect the Nordic economies, which are highly reliant on free trade. The U.S. President Donald Trump has repeatedly stated that he would like Greenland to be under U.S. control rather than Danish, and that he is willing to use tariffs on Danish goods, sanctions and other means to achieve that aim. Greenland is a self governing part of the Danish realm. Greenland has its own national accounts and, therefore, is not included in the Danish GDP figure, but if it were, Greenland would constitute 0.8 per cent. of Denmark's GDP (based on 2021 data). Danish goods exports to Greenland were DKK 4.8 billion in 2025, or 0.5 per cent. of total exports. U.S. tariffs or other sanctions that target Denmark could potentially be quite harmful to Danish companies and the Danish economy as the U.S. is Denmark's largest trading partner and was the destination for 20.6 per cent. of goods exports in 2025, a percentage that has risen steeply in recent years. A deterioration in Denmark's economic situation as a result thereof could indirectly also have a material adverse effect on the Group's business and profitability and the political tension between the

U.S. and Denmark could have direct or indirect adverse impacts on the Group and its operations. In September 2026, a security agreement between US and Denmark was signed. It strengthens Arctic defence cooperation while respecting Danish sovereignty and Greenland's right to self-determination. It expands US military access, permits additional defence areas at Narsarsuaq and Mestersvig, and provides for cooperation on the proposed Golden Dome missile-defence system. The agreement has no end date and tightens restrictions on sensitive investments from outside NATO, NATO-partner countries and the EU.

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 could again 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.

Disruptions and volatility in the global financial markets may adversely impact the Group

The market conditions have also been, and are likely to continue to be, affected by concerns over increased geopolitical tensions, including those related to Russia's invasion of Ukraine (and the related sanctions imposed by the United States, the EU, the UK, Canada, Japan and Australia, among others) and the conflicts in the Middle East and tensions on the Korean peninsula and tensions between China and the United States and other countries. The global economy has been and might again be adversely affected to a significant extent by coronavirus ("**COVID-19**") and related counter-measures.

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 Covered Bonds issued under the Programme

Risks related to the structure of a particular issue of Covered Bonds

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

Covered Bonds are obligations of the Issuer only

The Covered Bonds will constitute obligations of the Issuer which have the benefit of a statutory preference under the Danish Covered Bond Legislation in respect of the relevant Issuer Cover Pool. An investment in any of the Category C Covered Bonds, Category D Covered Bonds or the Category I Covered Bonds involves a reliance on the assets of the relevant Issuer Cover Pool and the creditworthiness of the Issuer. The Covered Bonds are not guaranteed by any member of the Danske Bank Group or by any other person. In addition, an investment in the Covered Bonds involves the risk that subsequent changes in the actual or perceived creditworthiness of the Issuer may adversely affect the market value of the relevant Covered Bonds.

Category C Covered Bonds

Category C Covered Bonds shall have the benefit of a statutory preference under the Danish Covered Bond Legislation in respect of the Category C Cover Pool which shall include, *inter alia*, loans secured by mortgages over "commercial" and/or residential properties which may be located in Sweden and/or Norway, and/or possibly in other countries in which the Issuer operates or will operate subject to the prior approval of the DFSA. There remains a risk that borrowers of such loans retain a residual right under, *inter alia*, the relevant local legislation, to set-off claims against the Issuer against the amount outstanding under their relevant loans. There is a risk that the amounts available within the Category C Cover Pool to repay the Category C Covered Bondholders will be decreased by the exercise of this right of set-off (see also "*Issuer's Licence to issue Covered Bonds and Issuer Cover Pools*" below).

To the extent that there may be adverse changes to the relevant "commercial" and/or residential real estate market(s) in Sweden and/or Norway or economy/ies generally (see "*Risks relating to the mortgage loan business and the relevant real estate markets and* economies" above) this may have a negative effect on the Category C Covered Bonds.

Category D Covered Bonds

Category D Covered Bonds shall have the benefit of a statutory preference under the Danish Covered Bond Legislation in respect of the Category D Cover Pool which shall include, *inter alia*, loans secured by mortgages over residential properties located only in Denmark. To the extent that there may be adverse changes to the Danish residential real estate market or economy generally (see "*Risks relating to the mortgage loan business and the relevant real estate markets and* economies" above) this may have a negative effect on the Category D Covered Bonds.

In relation to loans secured by mortgages that are contained in the Category D Cover Pool, borrowers have contractually agreed with the Issuer that they have no right of set-off against the relevant loans. However, notwithstanding this waiver, under Danish law there remains a risk that where a borrower who is also a depositor with the Issuer demands repayment of its deposit immediately prior to the bankruptcy of the Issuer and this demand is not met, the borrower might be permitted to exercise a right of set-off against the amount due under the relevant loan. To the extent that a borrower is able to exercise such right, assets available for Covered Bondholders in the Category D Cover Pool will be reduced.

Category I Covered Bonds

Category I Covered Bonds shall have the benefit of a statutory preference under the Danish Covered Bond Legislation in respect of the relevant Issuer Cover Pool. The Category I Cover Pool shall include, *inter alia*, loans secured by mortgages over residential properties which may be located in Denmark, Sweden and/or Norway, and/or possibly in other countries where the Issuer operates or will operate subject to the prior approval of the DFSA. There remains a risk that borrowers of such loans retain a residual right under, *inter alia*, the relevant local consumer legislation, to set-off claims against the Issuer against the amount outstanding under their relevant loans. There is a risk that the amounts available within the relevant Issuer Cover Pool to repay the relevant Category of Covered Bondholders will be decreased by the exercise of this right of set-off (see also "*Issuer's Licence to issue Covered Bonds and Issuer Cover Pools*" below).

To the extent that there may be adverse changes to the relevant residential real estate market(s) or economy/ies generally (see "*Risks relating to the mortgage loan business and the relevant real estate markets and* economies" above) this may have a negative effect on the Category I Covered Bonds.

There are risks relating to other assets contained in the Issuer Cover Pools

Under the Danish Covered Bond Legislation and Regulation (EU) (2013/575) (the "**CRR**") the Issuer is permitted to include certain categories of assets in the Issuer Cover Pools other than loans secured by mortgages over real estate, derivative contracts and Senior Debt (as defined in "*Overview of Danish Legislation Relating to Covered Bonds*"). To the extent that these other assets may be located in jurisdictions other than those specified for each relevant Category of Covered Bonds or may be instruments issued by other financial institutions, they may be subject to country and credit risk different from that outlined for each relevant Category of Covered Bonds. There can be no guarantee as to the future development of the value of the other assets. Should the value of these other assets decrease, this may adversely affect the value of the relevant Issuer Cover Pool.

Overcollateralisation and ratings

As described in "*Issuer's Licence to issue Covered Bonds and Issuer Cover Pools*" below, it is the current intention of the management of the Issuer to maintain a certain level of Overcollateralisation (as defined in "*Issuer's Licence to issue Covered Bonds and Issuer Cover Pools*" below). The rating(s) of the relevant Covered Bonds are based on an assumption of Overcollateralisation; if the level of Overcollateralisation is not maintained, the rating of the relevant Covered Bonds may change from time to time. To the extent that the relevant Issuer Cover Pool rating(s) are not maintained, this could have an impact on the market value of an investment in the relevant Covered Bonds, in particular on the secondary market value of such Covered Bonds. For further detail regarding Overcollateralisation, see "*Issuer's Licence to issue Covered Bonds and Issuer Cover Pools*" below.

There is a general right of clawback

The Issuer currently intends, in certain circumstances, to add additional assets into the relevant Issuer Cover Pool to further protect investors' interests (see above). Under Danish Law, should the Issuer go into bankruptcy less than three months after such additional collateral has been added to the relevant Issuer Cover Pool, there is a risk that other creditors of the Issuer will seek to challenge such addition of assets into the relevant Issuer Cover Pool on the basis that the Covered Bondholders have been preferred over the Issuer's ordinary creditors. Should such challenge be successful there will be fewer assets available for Covered Bondholders in the relevant Issuer Cover Pool.

The Issuer may be reliant on payments from Swap Providers in certain circumstances

The Issuer may enter into derivative contracts with hedge counterparties to hedge interest rate risk, foreign exchange risk, liquidity risk or other risks (see "Overview of Key Derivative Contract Provisions"). If a hedge counterparty defaults in its obligation to make payments under a derivative contract, the Issuer will be exposed to changes in interest rates, currency exchange rates, liquidity concerns or other risks (as applicable). Unless a replacement derivative contract is entered into, the Issuer may have insufficient funds to make payments due on the Covered Bonds.

The Covered Bonds are issued subject to applicable law

Although the Covered Bonds are governed by the Danish Covered Bond Legislation, the loans and mortgages that form part of the assets in the relevant Issuer Cover Pool will be governed by laws from a number of different countries, including laws relating to local mandatory consumer protection, the right to enforce mortgages as well as the right to repossess and dispose of the relevant property. To the extent that such laws may restrict, limit, hinder or even prohibit certain actions in respect of the enforcement of the loans and mortgages in the relevant Issuer Cover Pool, there is a risk that the ability of an administrator to realise the assets in the relevant Issuer Cover Pool may be delayed or may result in an increase in the costs of enforcement that may ultimately lead to a reduced return to the relevant Covered Bondholders.

Role and Powers of the administrator

Pursuant to the Danish Covered Bond Legislation, the DFSA will, in the event of the insolvency of the Issuer or if the Issuer's banking licence has been withdrawn, or may, in the event that the Issuer's Covered Bonds Licence has been withdrawn, appoint one or more administrators who will seek the repayment to the Covered Bondholders. The powers of any such administrator have been expanded in the Danish Covered Bond Legislation in recent years. In particular, according to the Danish Covered Bond Legislation, any such administrator will in certain circumstances have the possibility of extending the maturity of the Covered Bonds by one year. Further, in respect of any Covered Bonds which are to be consolidated and form a single Series with any Category D Covered Bonds issued after 1 January 2015 and before 8 July 2022, according to the Danish Covered Bond Legislation, any such administrator will in certain circumstances have the possibility of extending the maturity of the Covered Bonds by one year at a time. See also "*Overview of Danish Legislation Relating to Covered Bonds*" below.

Related to the exercise of such powers by any such administrator, Condition 16.6 (*Acknowledgement of Danish Statutory Cover Pool Powers and Danish Statutory Stay Powers*) provides that, by its acquisition of the Covered Bonds, each Covered Bondholder acknowledges, accepts, consents to and agrees to be bound by: (i) the effect of any Danish Statutory Cover Pool Powers exercised by an Administrator; (ii) the variation of the terms of the Covered Bonds, as deemed necessary by an Administrator, to give effect to the exercise of any Danish Statutory Cover Pool Powers; and (iii) the effect of any Danish Statutory Stay Powers exercised by the FS.

The exercise of any power under the Danish Statutory Cover Pool Powers and/or Danish Statutory Stay Powers or any suggestion of such exercise could, therefore, materially adversely affect the rights of Covered Bondholders, the price or value of their investment in any relevant Covered Bonds and/or the ability of the Issuer to satisfy its obligations under any relevant Covered Bonds. Prospective investors in Covered Bonds should consult their own advisors as to the consequences of the implementation of the Danish Statutory Cover Pool Powers and/or Danish Statutory Stay Powers.

If the Issuer has the right to redeem any Covered Bonds at its option, this may limit the market value of the Covered Bonds 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 Covered Bonds. During any period when the Issuer may elect to redeem Covered Bonds, the market value of such Covered Bonds 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 Covered Bonds when its cost of borrowing is lower than the interest rate on the Covered Bonds. 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 Covered Bonds 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 Covered Bonds linked to or referencing such "benchmarks"

Interest rates and indices which are deemed to be "benchmarks" (such as, in the case of Floating Rate Covered Bonds, a Reference 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 Covered Bonds linked to or referencing such a "benchmark".

The Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of in-scope benchmarks, the contribution of input data to an in-scope benchmark and the use of an in-scope benchmark within the European Union. 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 "in-scope benchmarks" of administrators that are not authorised or registered (or, if non-European Union based, not deemed equivalent or recognised or endorsed).

Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the "**UK Benchmarks Regulation**") among other things applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the UK Financial Conduct Authority (the "**FCA**") or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Covered Bonds linked to or referencing a "benchmark" which is in-scope of one or both regulations, in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. 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 Covered Bonds 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 and/or UK Benchmarks Regulation, as applicable, reforms in making any investment decision with respect to any Covered Bonds linked to or referencing a "benchmark".

Future discontinuance of certain benchmark rates (for example, EURIBOR) may adversely affect the value of Floating Rate Covered Bonds which reference any such benchmark rate

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

Reference Rate Replacement – Independent Adviser: If the circumstances described in the preceding paragraph occur and Reference Rate Replacement – Independent Adviser 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 (any such Covered Bonds, "**Relevant Covered Bonds**"), 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), however, such adjustment may not be successful in eliminating economic prejudice,

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 Covered Bonds.

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 Covered Bonds 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).

Reference Rate Replacement – ARRC: If the circumstances described in the paragraph preceding "Reference Rate Replacement – Independent Adviser" occur and, in the case of Floating Rate Covered Bonds, SOFR is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate and Reference Rate Replacement – ARRC is specified as being applicable in the relevant Final Terms or Pricing Supplement, such fallback arrangements will include the possibility that the Issuer will determine a Benchmark Replacement to replace the Original Reference Rate in accordance with the benchmark transition provisions described more fully in Condition 5.2.9 (*Reference Rate Replacement – Independent Adviser*).

The Terms and Conditions of the Covered Bonds, as further described in Condition 5.2.9 (*Reference Rate Replacement – Independent Adviser*), provides for a "waterfall" of alternative rates to be used to determine the rate of interest on the relevant Covered Bonds if a Benchmark Transition Event and related Benchmark Replacement Date occur. Such alternative rates, which are referenced in the definition of "Benchmark Replacement" in Condition 2.1, are uncertain. In particular, the ISDA Fallback Rate, which is the rate referenced in the ISDA Definitions at the time of a Benchmark Transition Event and related Benchmark Replacement Date, was recently published. However, the ISDA Definitions and the ISDA Fallback Rate may change over time.

Reference Rate Replacement – General: No consent of the Covered Bondholders shall be required in connection with (i) (where Condition 5.2.9 (*Reference Rate Replacement – Independent Adviser*) applies) effecting any relevant Successor Reference Rate or Alternative Reference Rate (as applicable) or any other related adjustments and/or amendments described above or (ii) (where Condition 5.2.10 (*Reference Rate Replacement – ARRC*) applies) adopting a rate in accordance with Condition 5.2.10 (*Reference Rate Replacement – ARRC*) or making any other amendments to the terms of the Covered Bonds to effect the Benchmark Replacement Conforming Changes.

In certain circumstances, the ultimate fallback for determining the rate of interest for a particular Interest Period or Interest Accrual Period (as applicable) may result in the rate of interest for the last preceding Interest Period or Interest Accrual Period (as applicable) being used. This may result in the

effective application of a fixed rate for Floating Rate Covered Bonds 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 or an Interest Accrual 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 Covered Bonds. 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 Covered Bonds or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Covered Bonds. Investors should note that, in the case of Relevant Covered Bonds, 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 Covered Bondholder, any such adjustment will be favourable to each Covered Bondholder.

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

In the case of Floating Rate Covered Bonds, where the Rate of Interest is specified in the relevant Final Terms or Pricing Supplement as being determined by reference to SONIA or SOFR, the Rate of Interest will be determined on the basis of either a compounded daily rate or by reference to a specific index (as further described in the Terms and Conditions of the Covered Bonds). The use of SONIA or SOFR as a reference rate for Eurobonds is nascent, and is subject to change and development, both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing such reference rates.

Accordingly, prospective investors in any Covered Bonds referencing SONIA or SOFR should be aware that the market continues to develop in relation to SONIA and SOFR as reference rates in the capital markets. For example, whether backwards-looking rates are ultimately determined on a compounding daily basis or a weighted average basis, and whether forward-looking 'term' rates derived from SONIA or SOFR will be adopted by the markets, remains to be seen.

The market or a significant part thereof may adopt an application of SONIA or SOFR that differs significantly from that set out in the Terms and Conditions of the Covered Bonds and used in relation to relevant Covered Bonds that reference a SONIA or SOFR rate issued under this Base Prospectus.

In addition, the methodology for determining any overnight rate index by reference to which the Rate of Interest in respect of certain Covered Bonds may be calculated could change during the life of any Covered Bonds. Furthermore, the Issuer may in the future also issue Covered Bonds referencing SONIA or SOFR that differ materially in terms of interest determination when compared with any previous SONIA or SOFR referenced Covered Bonds issued by it under this Base Prospectus. The development of SONIA and 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 Covered Bonds issued under this Base Prospectus from time to time.

Furthermore, interest on Covered Bonds which reference SONIA or SOFR is only capable of being determined at the end of the relevant Interest Accrual Period and shortly prior to the relevant Interest Payment Date. It may be difficult for investors in Covered Bonds which reference SONIA or SOFR to estimate reliably the amount of interest which will be payable on such Covered Bonds, and

some investors may be unable or unwilling to trade such Covered Bonds without changes to their IT systems, both of which could adversely impact the liquidity of such Covered Bonds. Further, if Covered Bonds referencing SONIA or SOFR are redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Covered Bonds shall only be determined immediately prior to the date on which the Covered Bonds become due and payable.

In addition, the manner of adoption or application of SONIA or SOFR reference rates in the covered bond 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 Covered Bonds referencing SONIA or SOFR.

Investors should carefully consider these matters when making their investment decision with respect to any such Covered Bonds.

Fixed/Floating Rate Covered Bonds have certain risks

Fixed/Floating Rate Covered Bonds are Covered Bonds 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 Covered Bonds as the change of interest basis may result in a lower interest return for Covered Bondholders.

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

Covered Bonds issued at a substantial discount or premium have certain risks

The value of any specific Series of Covered Bonds issued at a substantial discount or premium to their nominal amount may 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 Covered Bonds issued at a substantial discount or premium to their nominal amount.

Extendable obligations under the Covered Bonds give rise to certain risks

Pursuant to the Danish Covered Bond Legislation, the DFSA will, in the event of the insolvency of the Issuer or if the Issuer's banking licence has been withdrawn, or may, in the event that the Issuer's Covered Bonds Licence has been withdrawn, appoint one or more administrators who will seek the repayment to the Covered Bondholders. According to the Danish Covered Bond Legislation, any such administrator will in certain circumstances have the possibility of extending the maturity of the Covered Bonds by one year. See also "*Role and Powers of the administrator*" above regarding an administrator's right to extend the Maturity Date of Covered Bonds in certain limited circumstances. Further, in respect of any Covered Bonds that are to be consolidated and form a single Series with Covered Bonds issued prior to 8 July 2022, the relevant Final Terms or Pricing Supplement may provide that an Extended Maturity Date applies to such Series of Covered Bonds.

The extension of the maturity of the principal amount outstanding of the Covered Bonds will not result in any right of the Covered Bondholders to accelerate payments or take action against the Issuer, and no payment will be payable to the Covered Bondholders in that event other than as set out in the Terms and Conditions of the Covered Bonds as completed by the relevant Final Terms or (in the case of Exempt Covered Bonds only) as completed and/or amended and/or replaced by the relevant Pricing Supplement.

In respect of any Covered Bonds issued with a specific use of proceeds, such as a 'Green Covered 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 Series of Covered Bonds may provide that it will be the Issuer's intention to apply an amount equal to the net proceeds from an offer of those Covered Bonds specifically for Green Loans (as defined in *"Use of Proceeds"* below) that promote climate-friendly and other environmental purposes (including, *inter alia*, funding existing mortgages in the relevant Issuer Cover Pool and/or to acquire mortgages in connection with such climate-friendly and environmental purposes and/or secured over energy efficient buildings (such mortgage loans, "**Green Mortgage Loans**")) (Covered Bonds issued thereunder to be referred to as "**Green Covered Bonds**"). Prospective investors should note that Green Mortgage Loans may be included in the relevant Issuer Cover Pool along with other mortgage loans and/or other assets that are not Green Mortgage Loans. Accordingly, prospective investors will have a claim against the entire relevant Issuer Cover Pool and will not have a preferential claim on the Green Mortgage Loans ahead of investors in non-Green Covered Bonds. For the avoidance of doubt, neither the proceeds of any Green Covered Bonds nor any amount equal to such proceeds will be segregated by the Issuer from its capital and other assets and there will be no direct or contractual link between any Green Covered Bonds and Green Mortgage Loans.

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 such proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Green Covered 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 the definition (legal, regulatory or otherwise) of, or market consensus as to what constitutes or may be classified as, a "green" or "sustainable" or an equivalently-labelled project or investment that may finance such project is evolving. No assurance can be given that a clear definition, consensus or label will develop over time or that, if it does, any Green Loans will comply with such definition, market consensus or label. 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 (including under Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the so-called EU Taxonomy)) 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 Green Loans which is available on the Issuer's website (*https://danskebank.com/investor-relations/debt/green-bonds*) and which may be amended or updated from time to time (the "**Issuer's Green Finance Framework**"). The most recent version of the Issuer's Green Finance Framework will be available on the Issuer's website. The Green Finance Framework is based on the Green Bond Principles published in June 2022 by the International Capital Markets Association. For the avoidance

of doubt, the Issuer's Green Finance Framework shall not, nor shall it be deemed to be incorporated in and/or form part of this Base Prospectus.

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 Covered 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 Covered 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 Covered Bonds.

In the event that any such Green Covered 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 Covered Bonds or, if obtained, that any such listing or admission to trading will be maintained during the life of the Green Covered Bonds. For the avoidance of doubt, the loss of any such listing or admission to trading will not give rise to any redemption rights under the terms of the Green Covered Bonds.

While it is the intention of the Issuer to apply an amount equal to the net proceeds of any Green Covered 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 an amount equal to the net proceeds of any issue of Green Covered Bonds for any Green Loans, as aforesaid, will not constitute an event of default under the relevant Green Covered 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 Covered 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 Covered Bonds, and also potentially the value of any other Green Covered 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.

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 Covered Bonds may never be established or may be illiquid and this would adversely affect the value at which an investor could sell its Covered Bonds

Covered Bonds 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 Covered Bonds 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 Covered Bonds 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 Covered Bonds 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 Covered Bonds. See also "*The Group may be affected by economic and geopolitical conditions in the countries in which it operates*" above.

If an investor holds Covered Bonds 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 Covered Bonds could result in an investor not receiving payments on those Covered Bonds.

The Issuer will pay principal and interest on the Covered Bonds 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 Covered Bonds, (ii) the Investor's Currency-equivalent value of the principal payable on the Covered Bonds and (iii) the Investor's Currency-equivalent market value of the Covered Bonds.

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 Covered Bonds. As a result, investors in the Covered Bonds 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 Covered Bonds may be adversely affected by movements in market interest rates

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

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

One or more independent credit rating agencies may assign credit ratings to the Issuer, the relevant Issuer Cover Pool, and/or the Covered Bonds. 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 Covered Bonds or the standing of the Issuer.

The expected rating(s), if any, of the Covered Bonds will be set out in the relevant Final Terms or Pricing Supplement for each Series of Covered Bonds. 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 Covered Bonds 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 Issuer, the relevant Issuer Cover Pool and/or the Covered Bonds will be maintained by the Issuer following the date of this Base Prospectus. If any rating assigned to the Issuer, the relevant Issuer Cover Pool and/or the Covered Bonds is revised lower, suspended, withdrawn or not maintained by the Issuer, the market value of the Covered Bonds may be reduced.

Risks related to Covered Bonds generally

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

There are no events of default

The Terms and Conditions of the Covered Bonds do not include any events of default relating to the Issuer, thus Covered Bondholders cannot accelerate the Covered Bonds. Covered Bondholders will only be paid the scheduled interest payments under the Covered Bonds as and when they fall due under the Terms and Conditions of the Covered Bonds. The absence of any events of default from the Terms and Conditions may make it less likely that the Covered Bondholders will recoup their investment in full in the event that the Issuer experiences financial distress.

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

The Terms and Conditions of the Covered Bonds contain provisions for calling meetings of Covered Bondholders (including by way of conference call or by use of a videoconference platform) to consider and vote upon matters affecting their interests generally, or to pass resolutions. These provisions permit a defined proportion of Covered Bondholders to bind all Covered Bondholders including Covered Bondholders who did not attend and vote at the relevant meeting and Covered Bondholders who voted in a manner contrary to the majority.

No assurance can be given in relation to changes of law

The Terms and Conditions of the Covered Bonds are governed by English law, except for Condition 4 (*Status of the Covered Bonds*) and Condition 16.6 (*Acknowledgement of Danish Statutory Cover Pool Powers and Danish Statutory Stay Powers*) which will be governed by Danish law. In the case of registration of the Covered Bonds in VP, VPS or Euroclear Sweden, these will be governed by Danish law, Norwegian law and Swedish law, respectively, in each case in effect as at the date of issue of the relevant Covered Bonds. No assurance can be given as to the impact of any possible judicial decision or change to English law, Danish law, Norwegian law, Swedish law or administrative practice after the date of issue of any relevant Covered Bonds.

In particular, the Danish Covered Bond Legislation is relatively new legislation in Denmark and, although there are administrative rulings, there is no available case law on it. It is uncertain how the Danish Covered Bond Legislation will be interpreted or whether changes or amendments will be made to it which will affect Covered Bonds issued under the Programme, including with retroactive effect.

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

In relation to any issue of Bearer Covered Bonds 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 Covered Bonds may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a Covered Bondholder 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 Covered Bond in respect of such holding (should Definitive Covered Bonds be printed) and would need to purchase a principal amount of Covered Bonds such that its holding amounts to a Specified Denomination.

If Definitive Covered Bonds are issued, Covered Bondholders should be aware that Definitive Covered Bonds 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 2025 and 31 December 2024 (respectively, the "**Annual Report 2025**" and the "**Annual Report 2024**", 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 2025:

- the infographics "Outlook for financial year 2026" on page 5
- the section "Outlook for 2026" of the "*Executive summary*" on page 6;
- the section "Forward '28 and the road ahead" of "*Investor Relations*" on page 35; and
- the "Sustainability Statement" on pages 41-134; and

(ii) in respect of the Annual Report 2024:

- the infographics "Outlook for financial year 2025" and "2026 financial targets" on page 5;
- the section "Outlook for 2025" of the "*Executive summary*" on page 6;
- the section "Forward '28 and the road ahead" of "*Investor relations*" on page 34; and
- the "Sustainability Statement" on pages 39-122.

The financial statements in the Annual Reports have been audited.

The unaudited interim report of the Group as at and for the nine months ended 30 September 2026 (the "**Interim report – first nine months 2026**") shall be deemed to be incorporated in, and to form part of, this Base Prospectus, excluding the section "Forward '28 strategy update and financial targets for 2028" of the "*Executive summary*" on page 4 thereof; the section "Outlook for 2026" of the "*Executive summary*" on page 4 thereof and the first paragraph in the section "Capital targets and capital distribution" of the "*Financial review*" on page 8 thereof.

The section "Standard Terms and Conditions of the Covered Bonds" 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 19 December 2008 (pages 32-52 inclusive);

(ii) Base Prospectus dated 11 November 2009 (pages 48-77 inclusive);

(iii) Base Prospectus dated 11 November 2010 (pages 51-81 inclusive);

(iv) Base Prospectus dated 11 November 2011 (pages 49-78 inclusive);

(v) Base Prospectus dated 22 November 2012 (pages 48-80 inclusive);

(vi) Base Prospectus dated 12 December 2013 (pages 50-83 inclusive);

(vii) Base Prospectus dated 18 November 2014 (pages 53-102 inclusive);

(viii) Base Prospectus dated 6 November 2015 (pages 52-85 inclusive);

(ix) Base Prospectus dated 3 November 2016 (pages 52-85 inclusive);

(x) Base Prospectus dated 7 November 2017 (pages 53-87 inclusive);

(xi) Base Prospectus dated 8 November 2018 (pages 61-119 inclusive);

(xii) Base Prospectus dated 8 November 2019 (pages 53-88 inclusive);

(xiii) Base Prospectus dated 9 November 2020 (pages 54-89 inclusive);

(xiv) Base Prospectus dated 9 November 2021 (pages 54-90 inclusive);

(xv) Base Prospectus dated 9 November 2022 (pages 55-97 inclusive);

(xvi) Base Prospectus dated 10 November 2023 (pages 59-107 inclusive);

(xvii) Base Prospectus dated 8 November 2024 (pages 59-107 inclusive); and

(xviii) Base Prospectus dated 7 November 2025 (pages 60-108 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 Covered Bonds, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Covered Bonds.

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 Interim report – first nine months 2026 and the Annual Reports incorporated by reference herein are as follows:

Information	*Source*
Income Statement for the Group for the nine-month period ended 30 September 2026	Interim report – first nine months 2026 pg. 26
Statement of Comprehensive Income for the Group for the nine-month period ended 30 September 2026	Interim report – first nine months 2026 pg. 26
Balance Sheet for the Group as at 30 September 2026	Interim report – first nine months 2026 pg. 27
Statement of Capital for the Group for the nine-month period ended 30 September 2026	Interim report – first nine months 2026 pgs. 28-29

Information	*Source*
Cash Flow Statement for the Group as at and for the nine-month period ended 30 September 2026	Interim report – first nine months 2026 pg. 30
Notes to the Financial Statements for the Group as at and for the nine-month period ended 30 September 2026	Interim report – first nine months 2026 pgs. 31-61
Statement by the Management as at and for the nine-month period ended 30 September 2026	Interim report – first nine months 2026 pg. 62
Income Statement for the Group for the year ended 31 December 2025	Annual Report 2025 pg. 136
Statement of Comprehensive Income for the Group for the year ended 31 December 2025	Annual Report 2025 pg. 136
Balance Sheet for the Group as at 31 December 2025	Annual Report 2025 pg. 137
Statement of Capital for the Group for the year ended 31 December 2025	Annual Report 2025 pgs. 138-140
Cash Flow Statement for the Group as at and for the year ended 31 December 2025	Annual Report 2025 pg. 141
Notes to the Financial Statements for the Group as at and for the year ended 31 December 2025	Annual Report 2025 pgs. 142-248
Statement by the Management as at and for the year ended 31 December 2025	Annual Report 2025 pg. 269
Independent Auditor's report for the Group for the year ended 31 December 2025	Annual Report 2025 pgs. 270-273
Income Statement for the Group for the year ended 31 December 2024	Annual Report 2024 pg. 124
Statement of Comprehensive Income for the Group for the year ended 31 December 2024	Annual Report 2024 pg. 124
Balance Sheet for the Group as at 31 December 2024	Annual Report 2024 pg. 125
Statement of Capital for the Group for the year ended 31 December 2024	Annual Report 2024 pgs. 126-128
Cash Flow Statement for the Group as at and for the year ended 31 December 2024	Annual Report 2024 pg. 129
Notes to the Financial Statements for the Group as at and for the year ended 31 December 2024	Annual Report 2024 pgs. 130-242
Statement by the Management as at and for the year ended 31 December 2024	Annual Report 2024 pg. 263
Independent Auditor's Report for the Group for the year ended 31 December 2024	Annual Report 2024 pgs. 264-267

The Annual Report 2025 incorporated by reference herein can be viewed online at *https://danskebank.com/-/media/danske-bank-com/file-cloud/2026/2/annual-report-2025.pdf?rev=16af459cfa094b8ab365a911a324f7f2&hash=EA2BEA20F11569C30A0396F6BF49065B*.

The Annual Report 2024 incorporated by reference herein can be viewed online at *https://danskebank.com/-/media/danske-bank-com/file-cloud/2025/2/danske-bank---annual-report-2024.pdf*.

The Interim report – first nine months 2026 incorporated by reference herein can be viewed online at *https://danskebank.com/-/media/danske-bank-com/file_cloud/2026/10/danske-bank-interim-report---first-nine-months-2026.pdf?rev=9e534084895e474484dd793d0931bbff&hash=4182566B2E65CB03DABBA0A7F31A3DD1.*

This Base Prospectus is, and any supplements hereto will be, available for viewing at *https://www.euronext.com/en/markets/dublin*.

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

OVERVIEW OF DANISH LEGISLATION RELATING TO COVERED BONDS

The Issuer is licensed under the Danish Financial Business Act to issue covered bonds. The following is a brief overview of certain features of Danish law governing the issuance of covered bonds in Denmark as at the date of this Base Prospectus, which law may be supplemented, amended, modified, varied, extended, replaced or re-enacted whether by legislative enactment or by way of judicial decisions and administrative pronouncements including, possibly, with retroactive effect. This overview does not purport to be, and is not, a complete description of all aspects of the Danish legislative and regulatory framework pertaining to covered bonds. The original language of the Danish Covered Bond Legislation is Danish. The following overview is provided in English only for the sake of convenience. In the event of any doubt, the original Danish language version of the relevant legislation, executive orders and/or regulations should be consulted.

The Legislation

As of the date of this Base Prospectus, the main Danish legislation which governs Danish covered bonds is the Danish Covered Bond Legislation which first came into legal effect on 1 July 2007 and has been subject to amendments since then. Commercial banks and mortgage banks which meet the requirements set out in the Danish Covered Bond Legislation will be permitted to issue covered bonds (and, in the case of mortgage banks, covered mortgage bonds). Prior to issuing any covered bonds, the relevant covered bond issuer must have first obtained a licence to issue covered bonds from the DFSA.

A Danish law implementing Directive (EU) 2019/2162 (which was adopted by the European Union in 2019) was passed in the Danish parliament on 1 June 2021 and took effect from 8 July 2022 (together with the corresponding amendments to article 129 of the CRR contained in Regulation (EU) 2019/2160, the "**Danish implementation of the EU Covered Bonds Package**"). Pursuant to the Danish implementation of the EU Covered Bonds Package, an administrator that has been appointed in the event of insolvency of the issuing bank, revocation of the bank's banking licence or revocation of the issuing bank's licence to issue covered bonds will in certain circumstances have the possibility of extending the maturity of any covered bonds from any cover pool issued on or after 8 July 2022. All cover pools out of which covered bonds have been issued on or after 8 July 2022 will be subject to a 180-days' liquidity buffer requirement. When calculating the 180-days' liquidity buffer, the one-year statutory extension of the administrator is to be taken into account as the final maturity of the Covered Bonds, as per the Danish implementation of the EU Covered Bonds Package. Covered Bonds issued in Denmark on or after 8 July 2022 will thus have the full benefit of statutory maturity extension triggers when calculating the 180-days' liquidity buffer requirement. Furthermore all of the issuing bank's cover pools out of which covered bonds have been issued on or after 8 July 2022 will be subject to a 2 per cent. nominal overcollateralization requirement. Covered Bonds issued before 8 July 2022 will be subject to the 180-days' liquidity requirement and the 2 per cent. nominal overcollateralization requirement in the event that Covered Bonds are issued from the same cover pool on or after 8 July 2022.

The Register

An issuing bank shall maintain a register (the "**Register**") for each cover pool which must at all times contain detailed information on the assets contained in the relevant cover pool (the "**Cover Pool**"). An issuing bank may have more than one Register. The assets included in the Register are included on, and are a part of, the issuing bank's balance sheet. Each item in the Register must be clearly identified and the Register must be updated on a regular basis to include any changes in the relevant information. The Danish Covered Bond Legislation also stipulates the type of information that must be recorded in the Register with respect to each item. Moreover, an issuing bank's systems must operate such that it is able to provide an overview of the Register to the DFSA within twenty-four hours of receiving a request to do so.

The DFSA has laid down detailed rules on the operation and organisation of the Registers as well as the verification of the existence of the assets including the carrying out of periodic checks by the issuing bank's external auditor(s). An issuing bank must submit a statement of registered assets to the DFSA four times a year. The rules also require the external auditor(s) to verify the excess cover fixed by management (for more detail see "*Valuation*" below).

Priority of Covered Bondholders

By virtue of the priority established under the Danish Financial Business Act, claims against an issuing bank by the covered bondholders and the counterparties to the relevant derivative contracts will rank *pari passu* amongst themselves and ahead of claims of all other creditors of the bank with respect to the relevant Cover Pool (save for the priority granted to an administration estate in respect of fees and expenses) (for more detail see "*Administration Estate*" below). The administrator of the administration estate may issue refinancing bonds and may take out loans, which will rank *pari passu* with covered bonds, to avoid temporary shortfalls of liquidity ("**Administrator Financing**"). It should be noted that under the general principles of Danish bankruptcy law, other agreements entered into by an administrator will be treated in the same way as agreements entered into by a bankruptcy estate and will rank *pari passu* with other fees and expenses of the administrator (for more detail see "*Administration Estate*" below).

Assets to be included in a Cover Pool

As mentioned above, assets which may be included in a Cover Pool include certain loans secured by registered mortgages on real estate together with those mortgages, public credits and other assets which meet the requirements from time to time set out under the Danish Covered Bond Legislation and the CRR. Included in this group of assets are derivative contracts which have been entered into for the purpose of hedging risks between the assets in the Register and the Covered Bonds and where the agreement specifies that the suspension of payments or bankruptcy of the issuing bank does not constitute a breach.

Debt financing

If an issuing bank is required to post additional collateral (i.e. due to changes in market conditions), it may satisfy this requirement by taking out other loans (the "**Senior Debt**") and purchasing assets which in turn are added to the Cover Pool subject to certain qualifications. The agreement by which the issuing bank obtains such funding shall specify the Register for which the funds are to be used as additional collateral. In the event of the bankruptcy of the issuing bank, creditors in respect of this Senior Debt are to rank behind covered bondholders and counterparties to the derivative contracts (and after the bankruptcy expenses), but before other creditors of the issuing bank.

Restrictions on Assets to be included in a Cover Pool

Pursuant to the Danish Covered Bond Legislation and the CRR, when calculating the value of the portion of Cover Pool assets that consist of loans secured by mortgages, the following loan-to-value ("**LTV**") requirements shall apply:

(i) a maximum of 80 per cent. of the value of the property for loans secured by residential mortgages where the term of the loan is for thirty years or less and which contains an interest-only option of up to and including ten years;

(ii) a maximum of 75 per cent. of the value of the property for loans secured by residential mortgages for thirty years or less but which contain an interest-only option for a period which exceeds ten years;

(iii) a maximum of 75 per cent. of the value of the property for loans secured by residential mortgages where the term of the loan exceeds thirty years; and

(iv) a maximum of 60 per cent. of the value of the property for loans secured by mortgages over commercial property.

The above list is not exhaustive. There are separate specific rules for valuation of fixtures and fittings. If there are loans that do not meet the requirements set out above, such loans can be included in the Cover Pool, however, loans can only be covered bond funded up to the required LTV limit.

There are no restrictions with regard to the proportion of the Cover Pool that may be represented by loans secured by residential mortgages, commercial mortgages or other mortgages. Additional provisions regarding quantitative and qualitative requirements placed on the assets forming part of the Cover Pool are set out in the Danish Covered Bond Legislation and the CRR. In order to qualify for inclusion in the Cover Pool, all legislative requirements must be met.

Valuation

The Danish Covered Bond Legislation requires that the value of the Cover Pool at all times must correspond at least to the aggregate value of the covered bonds outstanding on a portfolio basis. To satisfy this requirement, an issuing bank is required to establish a certain excess cover in the Register. The excess cover must be determined by the management of the issuing bank and be the result of a specific estimate of realistic value fluctuations.

Danish Valuation process

The calculation of the value of the Cover Pool assets consisting of loans secured by residential or, as the case may be, commercial real estate or other assets is required to be made on a prudent basis, and thus such calculated values may not exceed the fair value of each individual asset. The valuation of real estate is required to be made by a competent and independent person (i.e. a person not involved in the credit process) and to be documented, and such documentation is required to include information on who performed the calculation and the principles on which the calculation was based. The valuation of real estate in Denmark may, at the time the loan is granted, be undertaken in one of two ways:

(i) using a physical internal/external appraisal; or

(ii) if an exemption is granted by the DFSA, a valuation could be obtained using valuation models.

On an on-going basis, valuations can, however, be based on the valuation model which uses generally applicable price levels.

Failure to provide additional collateral

If the value of the assets in a Cover Pool no longer corresponds to at least the value of the covered bonds outstanding or exceeds a LTV of 80 per cent. for residential mortgages or the relevant LTV for other mortgages measured in respect of each single loan, the issuing bank must promptly provide additional collateral.

If an issuing bank fails to provide additional collateral so that the value of the assets corresponds at least to the value of the issued covered bonds, then all issued covered bonds in the Register concerned will lose the designation 'covered bonds'. The assets collateralising the covered bonds that have lost the designation 'covered bonds' must remain separate from the issuing bank's other assets, for satisfaction of the claims of the relevant bondholders in the event of any bankruptcy of the issuing bank (see "*Administration Estate*" below).

The Balance Principle

In accordance with the Danish Covered Bond Legislation, an issuing bank must manage a Cover Pool in such a way as to ensure a sound balance between the payments and obligations on the covered bonds and the assets in a Cover Pool in terms of currency, interest rate and maturity structure. This is known as the "balance principle". A balance is deemed to exist when the present value of a Cover Pool, at all times, exceeds the present value of the liabilities relating to the covered bonds. The present value of derivative contracts shall be included in such calculation. The calculations of present values shall withstand certain stress tests (i.e. sudden changes in interest rates or currency exchange rates). The Danish Covered Bond Legislation sets out the detailed requirements in respect of the balance principle.

Minimum Maturity

The Danish Covered Bond Legislation requires that Covered Bonds issued on or after 1 April 2014 shall have a minimum maturity of two years based on the time of issuance.

Administration Estate

The DFSA will, in the event of the insolvency of an issuing bank or when an issuing bank's banking licence has been withdrawn, or may, in the event that the issuing bank's licence to issue covered bonds has been withdrawn, appoint one or more administrators who will seek the repayment to the covered bondholders. It should be noted that notice of suspension of payments will not in itself lead to the establishment of an administration estate.

Appointment of Administrator(s)

If the DFSA decides that repayment to the covered bondholders is to be subject to administration, the DFSA must appoint one or more administrators. This decision must also be reported to the Danish Business Authority and must be immediately notified to the relevant borrowers whose loans and mortgages form part of the relevant Cover Pool. The administrator will manage the Cover Pool and the rights of the covered bondholders, counterparties to derivative contracts and lenders of Senior Debt. Instalment, interest and other payments on the loan portfolio must be effected only to the administration estate and not to the issuing bank or its bankruptcy estate. An administrator's fees and any other expenses in connection with the administration are to be paid by the administration estate. The amount of those fees is to be fixed following negotiation with the DFSA which is responsible for the supervision of the administration estate.

Control of the Cover Pool

All of the assets in the Register must be promptly taken over by the administrator. With respect to the assets located in a foreign country, any act of perfection must be performed in accordance with the legislation of the relevant country. Notwithstanding the foregoing, the issuing bank will be required to ensure that the value of the assets in the Register is sufficient. The administrator may require the issuing bank to provide further assets.

Role and Powers of the Administrator

Legislative changes in 2010 clarified the role of the administrator and expanded its authorisations, including the right to issue refinancing bonds. After it has taken over control of the assets in the Register, the administrator's general role will be to make an effort to sell the entire Register, including assets and obligations, to one or more credit institute(s) licensed to issue covered bonds. If such a transfer is not possible, the administrator is to run the estate on a going concern basis. Thus the administrator is not to sell the assets at "fire sale prices". The administrator may raise Administrator Financing to avoid temporary shortfalls of liquidity. Furthermore, the administrator is entitled to sell

assets of the Register to avoid temporary shortfalls of liquidity, but only to a limited extent and at a minimum fixed price. However, the administrator is obliged to file for bankruptcy if the shortfall of liquidity is considered not to be temporary.

Pursuant to the Danish Covered Bond Legislation, the DFSA will, in the event of the insolvency of the Issuer or if the Issuer's banking licence has been withdrawn, or may, in the event that the Issuer's Covered Bonds Licence has been withdrawn, appoint one or more administrators who will seek the repayment to the Covered Bondholders. According to the Danish Covered Bond Legislation, any such administrator will in certain circumstances have the possibility of extending the maturity of the Covered Bonds by one year. This applies to covered bonds backed by loans originated in any jurisdiction, not only loans originated in Denmark, issued on or after 8 July 2022. If the maturity of the Covered Bonds is extended, the administrator will set the interest rate, based on a reference rate that is comparable to the relevant Covered Bond, using a floating reference rate plus a margin of up to five percentage points. Furthermore, if the Maturity Date is extended in accordance with the Danish Covered Bond Legislation, the administrator may redeem the principal amount outstanding of the Covered Bonds at par value. Thus the aforementioned statutory maturity extension power will be applied to all Covered Bonds issued under the Programme from and including 8 July 2022 except for any issuances of Covered Bonds which are to be consolidated with and form a single Series with Covered Bonds issued prior to 8 July 2022 where an Extended Maturity Date is specified in the relevant Final Terms or Pricing Supplement in respect of the relevant Series of Covered Bonds. Further, in respect of any Covered Bonds which are to be consolidated and form a single Series with any Category D Covered Bonds issued after 1 January 2015 and before 8 July 2022, according to the Danish Covered Bond Legislation, any such administrator will in certain circumstances have the possibility of extending the maturity of the Covered Bonds by one year at a time. If the maturity of such Covered Bonds is extended, the administrator will set the interest rate, based on a reference rate that is comparable to the relevant Covered Bond, using a floating reference rate plus a margin of up to five percentage points. Furthermore, if the Maturity Date is extended in accordance with the Danish Covered Bond Legislation, the administrator may redeem the principal amount outstanding of such Covered Bonds at par value.

Effect on Bankruptcy Proceedings

An administration estate cannot be closed until (a) the obligations of the estate and the assets of the Register have been transferred to another credit institute holding a licence to issue covered bonds, (b) all the covered bonds for which the assets in the Register serve as collateral have been repaid and the derivative contracts have matured or (c) the estate has filed for bankruptcy and the bankruptcy estate has been closed. Any excess funds of the administration estate may then be paid to lenders of Senior Debt. The Danish Covered Bond Legislation provides that if bankruptcy of the issuing bank is declared after commencement of the administration, it will have no legal effect on the administration estate.

No Rights in certain circumstances

No covered bondholders, counterparties to derivative contracts or lenders of Senior Debt can claim early repayment of payment obligations on the basis of a bankruptcy order against an issuing bank or an issuing bank's failure to satisfy the requirement for additional collateral. Moreover, the relevant borrower(s) of the underlying loan(s) will retain the right to repay their loans in full or in part without variation. Furthermore, it is not possible for individual covered bondholders, counterparties to the derivative contracts or lenders of Senior Debt to initiate claims against the issuing bank during the issuing bank's bankruptcy. The Danish Covered Bond Legislation makes it clear that the administrator is acting on behalf of all covered bondholders, counterparties to the derivative contracts and lenders of Senior Debt and that only the administrator may prove claims against the bankruptcy estate for any assets required to cover the claims of the covered bondholders, counterparties to derivative contracts and lenders of Senior Debt.

ISSUER'S LICENCE TO ISSUE COVERED BONDS AND ISSUER COVER POOLS

Issuer's licence to issue Covered Bonds

On 7 November 2007, the Issuer applied to the DFSA for a licence to issue covered bonds under the Danish Covered Bond Legislation. Pursuant to the terms of such a licence, the Issuer would be able, from time to time, to issue covered bonds that entitle the holder to the benefit of a statutory preferred creditor status in respect of the assets contained in the relevant Issuer Cover Pool in the event of the insolvency of the Issuer (the "**7 November 2007 application**").

The licence was granted on 15 November 2007, subject to the Issuer establishing separate independent Registers with various assets, and with respect to loans secured by mortgages over residential real estate: one to include, *inter alia*, those mortgages which comply with the relevant Danish laws and the other(s) which may include mortgages over residential real estate which comply with the covered bond legislation applicable in the country where the relevant real estate is located (the "**15 November 2007 licence**").

On 10 July 2009, the Issuer applied to the DFSA for an extension of its licence which would permit it to establish a Register with "commercial" and/or residential real estate property located in Sweden and/or Norway. The extension of the licence was granted on 30 September 2009 (the "**10 July 2009 extension**", and together with the 7 November 2007 application and the 15 November 2007 licence, the "**Covered Bonds Licence**").

Accordingly, the Issuer has three Registers: (i) a Register which includes assets including, *inter alia*, mortgages over "commercial" and/or residential real estate located in Sweden and/or Norway (the "**Category C Cover Pool**"); (ii) a Register which includes assets including, inter alia, mortgages solely over residential real estate located in Denmark (the "**Category D Cover Pool**"); and (iii) a Register which includes assets including, *inter alia*, mortgages over residential real estate, which, in accordance with the licence granted, may include residential real estate located in Denmark, Sweden and/or Norway, and/or possibly in other countries in which the Issuer operates or will operate subject to the prior approval of the DFSA (the "**Category I Cover Pool**"). However, the Issuer's license does not permit it to commingle mortgages over real estate in Denmark with mortgages in other countries that do not comply with Danish legislation. Covered Bonds which have a statutory preferential right over the Category C Cover Pool shall be designated "**Category C Covered Bonds**"; Covered Bonds which have a statutory preferential right over the Category D Cover Pool shall be designated "**Category D Covered Bonds**"; and Covered Bonds which have a statutory preferential right over the Category I Cover Pool shall be designated "**Category I Covered Bonds**". A reference to a relevant "**Category**" of Covered Bonds is a reference to (as applicable) the Category C Covered Bonds, the Category D Covered Bonds or the Category I Covered Bonds.

The Issuer is permitted under the Danish Covered Bond Legislation to have, and may from time to time so have, further Registers.

As a part of the licence, the Issuer was granted exemptions from certain provisions of the Danish Covered Bond Legislation. Relying on the Danish Financial Business Act, the following exemptions (the "**Exemptions**") for the Category C Cover Pool and the Category I Cover Pool were granted:

(i) with respect to the types of loans to be included: that the applicable definition of real estate will be the definition of real estate as used in the covered bond legislation in Sweden and/or Norway, respectively;

(ii) with respect to mortgages granted over properties where the relevant mortgage loans have been included: that local mortgage deeds in Sweden and/or Norway, respectively, may be used, which means that mortgage loans may be included in the relevant Issuer Cover Pool provided

that for the purposes of calculating the value of each loan for use in the relevant Issuer Cover Pool, the loan will be treated as if it were a loan valued on the basis of the relevant Danish LTV requirements as outlined above (see "*Restrictions on Assets to be included in a Cover Pool*"); and

(iii) with respect to the provisions relating to the valuation methodology to be used for assets to be included: that the valuation of properties located in Sweden and/or Norway, respectively, need only be carried out in accordance with the relevant local valuation standards required by the relevant local financial supervisory authority for issuing covered bonds under the relevant legislation in that country.

The Issuer may, from time to time, seek such further exemptions from the provisions of the Danish Covered Bond Legislation as it sees necessary provided that the effect of any successful application will not adversely affect the rating(s), if any, given by the relevant rating agency/ies to the relevant issue of Covered Bonds.

Details of the Issuer Cover Pools

Overview

The Issuer will use assets in the Cover Pools that comply with the CRR (Article 129) and the Issuer's Covered Bonds Licence.

One category of assets that may be used may be mortgage loans. The following table briefly describes the Issuer Cover Pools and the type and geographic concentrations of the mortgage loans permitted in each Issuer Cover Pool as of the date of this Base Prospectus. Information relating to the loans secured by mortgages (and where relevant, their location) that are included in each relevant Issuer Cover Pool for which Covered Bonds have been issued will be provided on the Issuer's website at *https://www.danskebank.com*, updated quarterly.

Cover Pool	Types of Mortgaged Property
C	Combined*
D	Danish Residential
I	Residential**

* "Combined" can include loans secured by mortgages over residential and/or commercial real estate property. Currently, the Issuer's licence permits it to include loans secured by mortgages over properties located in Sweden and/or Norway and/or possibly in other countries in which the Issuer operates or will operate subject to the prior approval of the DFSA.

** Currently, the Issuer's licence permits it to include loans secured by mortgages over real estate located in Denmark, Sweden and/or Norway, and/or possibly in other countries in which the Issuer operates or will operate subject to the prior approval of the DFSA. However, the Issuer's license does not permit it to commingle mortgages over real estate in Denmark with mortgages in other countries that do not comply with Danish legislation. The Issuer has decided that mortgages will be secured by residential real estate.

For the avoidance of doubt, none of the Issuer Cover Pools contains any non-compliant asset-backed securities as outlined in the European Central Bank's Guideline on the implementation of the Eurosystem monetary policy framework (recast) (ECB/2014/60).

Composition

The composition of the Category C Cover Pool, the Category D Cover Pool and the Category I Cover Pool may vary from time to time, also in so far as the geographic placing of the relevant mortgaged properties (if any) is concerned. With respect to information about the Issuer Cover Pools, the Issuer is participating in the European Covered Bond Council's ("**ECBC**") covered bond label framework and updates ECBC covered bond label templates quarterly with statistics and other information relating to the loans secured by mortgages (and where relevant, their location) that are included in each relevant Issuer Cover Pool, and this will be provided on the Issuer's website at *https://www.danskebank.com*. In addition, an independent auditor of the Issuer appointed under the Danish Covered Bond Legislation shall monitor the Issuer's compliance with certain requirements in the Danish Covered Bond Legislation. Covered Bondholders will not otherwise receive detailed statistics or information in relation to each loan, location of each mortgaged residential or, as the case may be, commercial real estate or other assets contained or to be contained in the relevant Issuer Cover Pool, as it is expected that the constitution of the relevant Issuer Cover Pool may change from time to time. For the avoidance of doubt and in accordance with the Danish Covered Bond Legislation, the Issuer Cover Pools will be kept separate at all times, and thus there will be no commingling of the relevant underlying assets.

In respect of the Category D Cover Pool and the Category I Cover Pool, with respect to the loans that are granted with mortgages as collateral and that are to be included, the Issuer does not intend to include loans other than loans secured by mortgages over residential properties, summer houses and undeveloped land, notwithstanding the more extensive types of properties permitted under the provisions of the Danish Covered Bond Legislation. However, other non-mortgage assets may be included.

In so far as the Category C Cover Pool or the Category I Cover Pool may contain mortgage loans as described in Exemption (ii) above, the Issuer will not treat any additional value as overcollateral for the purposes of determining the level of Overcollateralisation (as defined below) in the relevant Issuer Cover Pool.

Certain changes have been undertaken as the Issuer established a mortgage credit institution in 2017 in Sweden, Danske Hypotek AB (publ) ("**Danske Hypotek**"). In connection with this, the Issuer is currently in the process of transferring assets from the Issuer to Danske Hypotek. The Category C Cover Pool may still contain a mix of commercial and residential loans, however, the composition of the Category C Cover Pool may become increasingly exposed to commercial loans as assets are transferred to Danske Hypotek. The transfer of loans from the Category C Cover Pool started in 2022. As the transfer process is complicated and based on a number of factors, it is expected to continue for some time.

The Issuer currently intends to act in the capacity of hedge counterparty with respect to derivative contracts which have been entered into for the purpose of hedging risks between assets in the Cover Pools and the Covered Bonds.

Overcollateralisation

The Issuer will maintain the present value of the relevant Issuer Cover Pool at a level that exceeds the present value of the liabilities relating to the relevant Category of Covered Bonds ("**Overcollateralisation**"). It is the current intention of the management of the Issuer that it will maintain a level of Overcollateralisation in each relevant Issuer Cover Pool that will be sufficient to

manage the market risk of the relevant Issuer Cover Pool and, up to a level of Overcollateralisation which the Issuer considers to be reasonably required, to enable the relevant Covered Bonds to obtain and maintain the current relevant Issuer Cover Pool rating(s), if any. The rating(s) of the relevant Covered Bonds are based on an assumption of Overcollateralisation; if the level of Overcollateralisation is not maintained, the rating of the relevant Covered Bonds may change from time to time.

The Danish implementation of the EU Covered Bonds Package sets a 2 per cent. nominal overcollateralisation requirement on all Issuer Cover Pools.

Set-off and Category C Covered Bonds

In order to mitigate any risk that the exercise of the right of set-off will affect the Category C Cover Pool and therefore the Category C Covered Bonds (as further described in "Risks related to the structure of a particular issue of Covered Bonds" in "Risk Factors" above), the Issuer will include additional assets in the Category C Cover Pool up to a value that is at least equal to the set-off risk as calculated on a daily basis.

The Issuer aims to ensure that the vast majority of the (i) Swedish loans included in the Category C Cover Pool granted after 16 November 2009 and (ii) Norwegian loans included in the Category C Cover Pool granted after 18 January 2010, will not contain any rights of set-off.

Set-off and Category I Covered Bonds

In order to mitigate any risk that the exercise of the right of set-off will affect the Category I Cover Pool and therefore the Category I Covered Bonds (as further described in "Risks related to the structure of a particular issue of Covered Bonds" in "Risk Factors" above), the Issuer will include additional assets in the relevant Issuer Cover Pool up to a value that is at least equal to the set-off risk as calculated on a daily basis.

The Issuer has ensured that any loans included in the Category I Cover Pool granted after 1 April 2008 do not contain any rights of set-off.

Liquidity risk mitigation for each Issuer Cover Pool

The Danish implementation of the EU Covered Bonds Package puts a 180-days' liquidity buffer requirement on all Issuer Cover Pools. When calculating the 180-days' liquidity buffer, the one-year statutory extension of the administrator is taken into account as the final maturity of the Covered Bonds as per the Danish implementation of the EU Covered Bonds Package. Covered Bonds issued in Denmark will thus have the full benefit of statutory maturity extension triggers when calculating the 180-days' liquidity buffer requirement.

Ranking of Covered Bonds and other assets in each Issuer Cover Pool

In accordance with the UCITS Directive and the Capital Requirements 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 relevant Issuer 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 obligations, and ahead of the obligations under non-preferred senior debt obligations of the Issuer as well as ahead of the subordinated obligations of the Issuer.

The rights of the Covered Bondholders and counterparties to derivative contracts included in the relevant Issuer Cover Pool rank in priority to those of other creditors of the Issuer in so far as the relevant Issuer Cover Pool is concerned (save for costs incurred in connection with the operation, management, collection and realisation of the relevant Issuer Cover Pool in the event of bankruptcy which shall be covered before the claims of the Covered Bondholders).

FORM OF THE COVERED BONDS

Words and expressions defined in "Terms and Conditions of the Covered Bonds" herein shall have the same meanings in this "Form of the Covered Bonds".

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

Form of Bearer Covered Bonds

Each Tranche of Bearer Covered Bonds will initially be in the form of either a temporary global covered bond (the "**Temporary Global Covered Bond**"), without interest Coupons, or a permanent global covered bond (the "**Permanent Global Covered Bond**"), without interest Coupons, in each case as specified in the relevant Final Terms or Pricing Supplement. Each Temporary Global Covered Bond or, as the case may be, Permanent Global Covered Bond (each a "**Global Covered Bond**") which is intended to be issued in classic global covered bond ("**CGCB**") form and not in new global covered bond ("**NGCB**") 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 Covered Bonds with a depositary or a common depositary for Euroclear and Clearstream, Luxembourg and each Global Covered Bond which is intended to be issued in NGCB 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 Covered Bonds 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 United States Treasury regulation section, including without limitation, successor regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the "**TEFRA C Rules**") are applicable in relation to the Covered Bonds, United States Treasury Regulation §1.163-5(c)(2)(i)(D) (or any successor United States Treasury regulation section, including without limitation, successor regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the "**TEFRA D Rules**") will apply in relation to the Covered Bonds.

Temporary Global Covered Bond exchangeable for Permanent Global Covered Bond

If the relevant Final Terms or Pricing Supplement specifies the form of Covered Bonds as being "Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond", then the Covered Bonds will initially be in the form of a Temporary Global Covered Bond which will be exchangeable, in whole or in part, for interests in a Permanent Global Covered Bond, without interest Coupons, not earlier than forty days after the issue date of the relevant Tranche of the Covered Bonds upon certification as to non-U.S. beneficial ownership.

No payments will be made under the Temporary Global Covered Bond unless exchange for interests in the Permanent Global Covered Bond is improperly withheld or refused. In addition, interest payments in respect of the Covered Bonds cannot be collected without such certification of non-U.S. beneficial ownership.

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

(i) presentation and (in the case of final exchange) surrender of the Temporary Global Covered Bond 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 principal amount of the Permanent Global Covered Bond shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership; provided, however, that in no circumstances shall the principal amount of the Permanent Global Covered Bond exceed the initial principal amount of the Temporary Global Covered Bond.

Temporary Global Covered Bond exchangeable for Definitive Covered Bonds

If the relevant Final Terms or Pricing Supplement specifies the form of Covered Bonds as being "Temporary Global Covered Bond exchangeable for Definitive Covered Bonds" and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Covered Bonds will initially be in the form of a Temporary Global Covered Bond which will be exchangeable, in whole but not in part, for Covered Bonds in definitive form ("**Definitive Covered Bonds**") not earlier than forty days after the issue date of the relevant Tranche of the Covered Bonds.

If the relevant Final Terms or Pricing Supplement specifies the form of Covered Bonds as being "Temporary Global Covered Bond exchangeable for Definitive Covered Bonds" and the TEFRA D Rules are specified or are deemed to be applicable, then the Covered Bonds will initially be in the form of a Temporary Global Covered Bond which will be exchangeable, in whole or in part, for Definitive Covered Bonds not earlier than forty days after the issue date of the relevant Tranche of the Covered Bonds upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Covered Bonds cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Covered Bond is to be exchanged for Definitive Covered Bonds, the Issuer shall procure the delivery (free of charge to the bearer) of such Definitive Covered Bonds, 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 principal amount of the Temporary Global Covered Bond to the bearer of the Temporary Global Covered Bond against the surrender of the Temporary Global Covered Bond at the Specified Office of the Fiscal Agent within thirty days of the bearer requesting such exchange save that this paragraph shall not apply if the Final Terms or Pricing Supplement specifies denominations consisting of a minimum Specified Denomination plus one or more integral multiples of another smaller amount.

Permanent Global Covered Bond exchangeable for Definitive Covered Bonds

If the relevant Final Terms or Pricing Supplement specifies the form of Covered Bonds as being "Permanent Global Covered Bond exchangeable for Definitive Covered Bonds", then the Covered Bonds will initially be in the form of a Permanent Global Covered Bond which will be exchangeable in whole, but not in part, for Definitive Covered Bonds:

(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 as being at the option of such holder of Permanent Global Covered Bond, upon such holder's request save that, in relation to Bearer Covered Bonds, this paragraph (ii) shall not apply if the 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 Covered Bond", 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.

The Permanent Global Covered Bond will also become exchangeable, in whole but not in part and at the option of the Issuer, for Definitive Covered Bonds 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 Covered Bonds which would not be required if the Covered Bonds were in definitive form.

Interest-bearing Definitive Covered Bonds will have attached thereto at the time of their initial delivery Coupons. Interest-bearing Definitive Covered Bonds, 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 Covered Bond is to be exchanged for Definitive Covered Bonds, the Issuer shall procure the delivery (free of charge to the bearer) of such Definitive Covered Bonds, 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 principal amount of the Permanent Global Covered Bond to the bearer of the Permanent Global Covered Bond against the surrender of the Permanent Global Covered Bond to or to the order of the Fiscal Agent or Registrar within 45 days of the bearer requesting such exchange save that paragraph (ii) above shall not apply if the Final Terms or Pricing Supplement specifies denominations consisting of a minimum Specified Denomination plus one or more integral multiples of another smaller amount.

If the Issuer does not make the required delivery of Definitive Covered Bonds by 6.00 p.m. (London time) on the day on which the relevant notice period expires or, as the case may be, the thirtieth day after the day on which such Permanent Global Covered Bond becomes due to be exchanged, such Permanent Global Covered Bond will become void in accordance with its terms but without prejudice to the rights conferred by the Deed of Covenant.

Form of Registered Covered Bonds

In respect of each Tranche of Covered Bonds issued in registered form, the Issuer will deliver to each Covered Bondholder of such Covered Bonds a Registered Covered Bond and the name of the Covered Bondholder will be recorded in the register which the Issuer shall procure to be kept by either of the Registrars. Registered Covered Bonds will be in substantially the forms (subject to amendment and completion) scheduled to the Agency Agreement. Covered Bonds issued in registered form will not be represented upon issue by a Temporary Global Covered Bond and Registered Covered Bonds will not be exchangeable for Bearer Covered Bonds.

Registered Covered Bonds held in Euroclear and/or Clearstream, Luxembourg (or any other clearing system) will be represented by a global Registered Covered Bond (the "**Global Registered Covered Bond**") which will be deposited with a common depositary or common safe-keeper, as the case may be for Euroclear and Clearstream, Luxembourg (or such other relevant clearing system), and registered in the name of a nominee of Euroclear and Clearstream, Luxembourg (or such other relevant clearing system) or, in the case of Registered Covered Bonds held under the new safekeeping structure ("**NSS**"), in the name of a nominee of the common safe-keeper, as specified in the relevant Final Terms or Pricing Supplement.

The Global Registered Covered Bond will become exchangeable in whole, but not in part, for individual Registered Covered Bonds:

(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 as being at the option of the holder of such Global Registered Covered Bond, upon such holder's request, in all cases at the cost and expense of the Issuer; or

(iii) if the relevant Final Terms or Pricing Supplement specifies "in the limited circumstances described in the Permanent Global Covered Bond", then (a) 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 (b) DTC ceases to be a "Clearing Agency" registered under the Securities Exchange Act of 1934 or (c) Euroclear or Clearstream, Luxembourg or DTC, as the case may be, notifies the Issuer that it is unwilling or unable to continue as depositary for such Global Registered Covered Bond.

The Global Registered Covered Bond will become exchangeable, in whole but not in part at the option of the Issuer, for individual Registered Covered Bonds 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 Covered Bonds which would not be required if the Covered Bonds are in individual form.

Whenever the Global Registered Covered Bond is to be exchanged for individual Registered Covered Bonds, such Registered Covered Bonds will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Covered Bond within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Covered Bond, Euroclear and/or Clearstream, Luxembourg, to the Registrar of such information as is required to complete and deliver such Registered Covered Bonds (including, without limitation, the names and addresses of the persons in whose names the Registered Covered Bonds are to be registered and the principal amount of each such person's holding) against the surrender of the Global Registered Covered Bond 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 Covered Bonds 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.

If (a) individual Registered Covered Bonds 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 Covered Bond or (b) any of the Covered Bonds evidenced by the Global Registered Covered Bond has become due and payable in accordance with the Terms and Conditions or the date for final redemption of the Covered Bonds 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 Covered Bond on the due date for payment in accordance with the terms of the Global Registered Covered Bond, then the Global Registered Covered Bond (including the obligation to deliver Registered Covered Bonds) will become void at 6.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 6.00 p.m. (London time) on such date (in the case of (b) 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). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg (or any other relevant clearing system) as being entitled to interests in the Covered Bonds will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Global Registered Covered Bond became void, they had been the registered holders of Covered Bonds

in an aggregate principal amount equal to the principal amount of Covered Bonds they were shown as holding in the records of Euroclear, Clearstream, Luxembourg or any other relevant clearing system (as the case may be).

Terms and Conditions applicable to the Covered Bonds and Clearing System procedures

The Terms and Conditions applicable to any Covered Bond in global form or any Definitive Covered Bond will be endorsed on that Covered Bond and will consist of the Terms and Conditions set out under "Terms and Conditions of the Covered Bonds" below and the provisions of the relevant Final Terms which completes or (in the case of Exempt Covered Bonds only) the relevant Pricing Supplement which completes and/or amends and/or replaces those Terms and Conditions.

While the Covered Bonds are in global form, the Issuer will discharge its payment obligations under the Covered Bonds by making payments (i) to a common depositary (for Bearer Covered Bonds which are CGCBs and Global Reg. S Covered Bonds which are not held under the NSS) or (ii) to a common safe-keeper (for Bearer Covered Bonds which are NGCBs or Global Reg. S Covered Bonds which are held under the NSS) or (iii) to the Custodian for, and registered in the name of Cede & Co. as nominee for, DTC (for Global Restricted Covered Bonds). A holder of a beneficial interest in a Global Covered Bond or a Global Registered Covered Bond must rely on the procedures of Euroclear, Clearstream, Luxembourg and/or DTC, as the case may be, to receive payments under the relevant Covered Bonds. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in such a Global Covered Bond or Global Registered Covered Bond (as applicable).

Legend concerning United States persons

In the case of any Tranche of Covered Bonds having a maturity of more than one year, the Covered Bonds in global form and the Covered Bonds in definitive form 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 Covered Bond, Coupon or Talon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Covered Bond, 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.

Registered Covered Bonds - DTC Information

DTC will act as securities depositary for the Global Reg. S Covered Bonds and the Global Restricted Covered Bonds. The Global Reg. S Covered Bonds and the Global Restricted Covered Bonds will be issued as fully registered securities registered in the name of Cede & Co. The deposit of such Covered Bonds with DTC and their registration in the name of Cede & Co. will effect no change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the Registered Covered Bonds; DTC's records reflect only the identity of the participants to whose accounts such Covered Bonds are credited, which may or may not be the beneficial owners of the Registered Covered Bonds.

DTC has advised the Issuer as follows: "DTC is a limited-purpose trust company organised under the New York Banking Law, a "**banking organisation**" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "**clearing corporation**" within the meaning of the New York Uniform Commercial Code and a "**clearing agency**" registered pursuant to the

provisions of section 17A of the United States Securities Exchange Act of 1934. DTC holds securities that its Participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**" and, together with the Direct Participants, the "**Participants**"). The rules applicable to DTC and its Participants are on file with the U.S. Securities and Exchange Commission."

Voting of Registered Covered Bonds

Neither DTC nor Cede & Co. will consent or vote with respect to the Registered Covered Bonds represented by the Global Registered Covered Bonds. However, DTC has advised the Issuer that it will take any action permitted to be taken by a holder of Registered Covered Bonds represented by the Global Registered Covered Bonds (including, without limitation, the delivery of consent, the exercise of voting rights, or the presentation of a Global Registered Covered Bond for exchange as described above) at the direction of one or more agent members to whose account with DTC interests in a Global Registered Covered Bond are credited and only in respect of such portion of the aggregate principal amount of the Registered Covered Bonds as to which such agent member or agent members has or have given such direction.

Purchase of Registered Covered Bonds

Purchases of Registered Covered Bonds represented by the Global Registered Covered Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Registered Covered Bonds on DTC's records. The ownership interest of each actual purchaser of a Registered Covered Bond (a "**Beneficial Owner**") held through DTC is in turn recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase but are expected to receive written confirmations regarding details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owners entered into the transaction. Transfer of ownership interests in Registered Covered Bonds represented by the Global Registered Covered Bonds held by DTC are accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Registered Covered Bonds represented by the Global Registered Covered Bonds from DTC, except in the event that the use of the book-entry system for the Covered Bonds is discontinued.

Principal and Interest payments

Principal and interest payments on Registered Covered Bonds represented by the Global Registered Covered Bonds held by DTC will be made to Cede & Co., as nominee of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Issuer or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payment date. Payments by Direct Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the Fiscal Agent, the other Paying Agents or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co., is the responsibility of the Issuer or the Fiscal Agent or any other Paying Agents, as the case

may be. Disbursement of payment received by DTC to Direct Participants shall be the responsibility of DTC. Disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

The laws of some states within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, any transfer of beneficial interests in a Global Registered Covered Bond to such persons may require that such interests be exchanged for Registered Covered Bonds in definitive form. Because DTC can only act on behalf of Direct Participants which, in turn, act on behalf of Indirect Participants and certain banks, the ability of a person having a beneficial interest in a Global Registered Covered Bond to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take action in respect of such interest, may be affected by the lack of a physical registered certificate.

DTC may discontinue providing its services as securities depositary with respect to Registered Covered Bonds at any time by giving reasonable notice to the Issuer and the Paying Agents. Under such circumstances, in the event that a successor securities depositary is not obtained, Registered Covered Bonds in definitive form would be delivered to individual Covered Bondholders. In addition, the Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depositary). In that event, Registered Covered Bonds in definitive form would be delivered to individual Covered Bondholders.

Form of VP Systems Covered Bonds

Each Tranche of VP Systems Covered Bonds will be issued in uncertificated and dematerialised book entry form. The VP Systems Covered Bonds 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 Covered Bonds 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 Covered Bonds will have to rely on the clearing system procedures to receive payments under the relevant VP Systems Covered Bonds. Issues of VP Systems Covered Bonds are the subject of the VP Systems Agency Agreement. On the issue of such VP Systems Covered Bonds, 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 or Pricing Supplement 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 Covered Bonds equal to the nominal amount thereof for which it has subscribed and paid.

Settlement of sale and purchase transactions in respect of VP Systems Covered Bonds 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 Covered Bonds 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).

General

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 other Paying Agents and the relevant Covered Bondholders.

TERMS AND CONDITIONS OF THE COVERED BONDS

The following are the Terms and Conditions of the Covered Bonds which, as completed by the relevant Final Terms or (in the case of Exempt Covered Bonds only) as completed and/or amended and/or replaced by the relevant Pricing Supplement, will be incorporated by reference into each global Covered Bond and each definitive Covered Bond, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer(s) at the time of issue but, if not so permitted and agreed, such definitive Covered Bond will have endorsed thereon or attached thereto such Terms and Conditions. The Terms and Conditions will also be applicable to each VP Systems Covered Bond. VP Systems Covered Bonds will not be evidenced by any physical covered bond 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 Covered Bonds 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).

The relevant Pricing Supplement in relation to any Tranche of Exempt Covered Bonds may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Terms and Conditions, amend and/or replace the Terms and Conditions for the purpose of such Covered Bonds.

Reference should be made to "Form of the Covered Bonds" for a description of the content of the Final Terms or Pricing Supplement which will specify which of such terms are to apply in relation to the relevant Covered Bonds.

1. Introduction

1.1 *Agency Agreement*: This Covered Bond is one of a Series (as defined below) of Covered Bonds issued by Danske Bank A/S (the "**Issuer**") pursuant either to (A) an Agency Agreement (as may be amended or supplemented from time to time, the "**Agency Agreement**") dated 12 November 2026 between the Issuer, Citibank, N.A., London Branch as Fiscal Agent and the other agents named in it; or (B) in the case of VP Systems Covered Bonds, an agency agreement (as may be amended or supplemented from time to time, the "**VP Systems Agency Agreement**") dated 12 November 2026 between the Issuer and the agents named in it and the Agency Agreement to the extent specified therein and, except in relation to VP Systems Covered Bonds, with the benefit of a Deed of Covenant (as may be amended or supplemented from time to time, the "**Deed of Covenant**") dated 12 November 2026 executed by the Issuer in relation to the Covered Bonds.

1.2 References herein to the "**Covered Bonds**" shall be references to the Covered Bonds of this Series and shall mean:

(i) in relation to any Covered Bonds represented by a global Covered Bond, units of the lowest Specified Denomination in the Specified Currency;

(ii) (in the case of Bearer Covered Bonds) definitive Bearer Covered Bonds issued in exchange (or part exchange) for a global Covered Bond;

(iii) (in the case of Registered Covered Bonds) definitive Registered Covered Bonds;

(iv) any global Covered Bond; and

(v) Covered Bonds cleared through the Danish, Norwegian or Swedish (as the case may be) central securities depository ("**VP Systems Covered Bonds**" and the "**VP**", "**VPS**", and "**Euroclear Sweden**" respectively).

References herein to the "**Exempt Covered Bonds**" are to Covered Bonds for which no prospectus is required to be published under the Prospectus Regulation.

1.3 *Fiscal and Paying Agent*: The fiscal agent, the VP systems agent, the paying agents, the registrar and the calculation agent(s) for the time being (if any) are referred to below respectively as the "**Fiscal Agent**", the "**VP Systems Agent**", the "**Paying Agents**" (which expression shall include the Fiscal Agent), the "**Registrar**" and the "**Calculation Agent(s)**". Each Tranche of VP Systems Covered Bonds will be created and held in uncertificated book entry form in accounts with VP, VPS or Euroclear Sweden (as the case may be). The VP Systems Agent will act as agent of the Issuer in respect of all dealings with VP, VPS or Euroclear Sweden (as the case may be) in respect of VP Systems Covered Bonds.

1.4 *Interest Bearing Covered Bonds*: Interest bearing definitive Bearer Covered Bonds have interest coupons ("**Coupons**") and, if specified in the relevant Final Terms or Pricing Supplement, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Registered Covered Bonds, in definitive or global form, do not have Coupons attached on issue.

1.5 *Final Terms or Pricing Supplement*: Each Tranche of Covered Bonds other than Exempt Covered Bonds is the subject of a final terms document (the "**Final Terms**") which completes these Terms and Conditions (these "**Conditions**"). Each Tranche of Exempt Covered Bonds is the subject of a pricing supplement (the "**Pricing Supplement**") which completes and/or amends and/or replaces these Conditions. References to the "relevant Final Terms" or "relevant Pricing Supplement" are to the Final Terms or Pricing Supplement (or the relevant provisions thereof) which are (except in the case of VP Systems Covered Bonds) attached to or endorsed on this Covered Bond. The terms and conditions applicable to any particular Tranche of Covered Bonds are these Conditions as completed by the relevant Final Terms or (in the case of Exempt Covered Bonds 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.

1.6 *Summaries*: The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement. Copies of the Agency Agreement, the VP Systems Agency Agreement and the Deed of Covenant are obtainable during normal business hours at the Specified Office of each of the Paying Agents and the Registrar. If this Covered Bond is admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**"), the relevant Final Terms will be available for viewing on the website of Euronext Dublin at *https://www.euronext.com/en/markets/dublin*. The Covered Bondholders and the Couponholders are deemed to have notice of all the provisions of the Agency Agreement and the relevant Final Terms or Pricing Supplement which are applicable to them.

2. Interpretation

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

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

"**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 Covered Bondholders 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;

"**Administrator**" means an administrator of the relevant Issuer Cover Pool that has been appointed pursuant to the Danish Covered Bond Legislation;

"**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 floating rates of interest (or the relevant component part thereof) in respect of covered bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Periods, or, 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;

"**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;

"**Bearer Covered Bonds**" means Covered Bonds issued in bearer form;

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

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

(ii) the later of (A) the making of a public statement by the administrator of such Original Reference Rate that it will, on or before a specified date, cease publishing such Original Reference Rate, permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Original Reference Rate) and (B) the date falling six months prior to the specified date referred to in (ii)(A); or

(iii) the making of a public statement by the supervisor of the administrator of such Original Reference Rate that such Original Reference Rate has been permanently or indefinitely discontinued; or

(iv) the later of (A) the making of a public statement by the supervisor of the administrator of such Original Reference Rate that such Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (B) the date falling six months prior to the specified date referred to in (iv)(A); or

(v) the later of (A) the (i) making of a public statement by the supervisor of the administrator of such Original Reference Rate or by any relevant competent authority or other relevant official body pursuant to Regulation (EU) 2016/1011 as that Regulation applies in the European Union, or (ii) the effect of the application of Regulation (EU) 2016/1011 as that Regulation applies in the European Union otherwise that means such Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences or that adding a new reference to the Original Reference Rate will be prohibited (assuming, in the case of a public statement by any relevant competent authority or other relevant official body pursuant to Regulation (EU) 2016/1011 as that Regulation applies in the European Union, that the Issuer has not published (or, does not intend to publish within six months of the date of the relevant public statement) a statement on its website providing a reasoned explanation for not being able to replace the Original Reference Rate), in each case on or before a specified date and (B) the date falling six months prior to the specified date referred to in (v)(A); or

(vi) it has or will prior to the next Interest Determination Date 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 Covered Bondholders using such Original Reference Rate; or

(vii) the making of a public statement by the supervisor of the administrator of such Original Reference Rate announcing that such Original Reference Rate is no longer representative or may no longer be used;

"**Benchmark Replacement**" means, with respect to an Original Reference Rate, the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

(i) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for such Original Reference Rate and (b) the Benchmark Replacement Adjustment;

(ii) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; or

(iii) the sum of: (a) the alternate rate of interest that has been selected by the Issuer as the replacement for such Original Reference Rate giving due consideration to any industry-accepted rate of interest as a replacement for the then-current benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

(i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of Interest Accrual Period, the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the Original Reference Rate (including the daily published component used in the calculation thereof):

(i) in the case of clause (i) or (ii) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Original Reference Rate permanently or indefinitely ceases to provide the Original Reference Rate (or such component); or

(ii) in the case of clause (iii) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Relevant Time on the relevant Interest Determination Date, the Benchmark Replacement Date will be deemed to have occurred prior to the Relevant Time for such determination;

"**Benchmark Transition Event**" means, with respect to an Original Reference Rate, the occurrence of one or more of the following events with respect to such Original Reference Rate (including the daily published component used in the calculation thereof):

(i) a public statement or publication of information by or on behalf of the administrator of such Original Reference Rate (or such component) announcing that such administrator has ceased or will cease to provide such Original Reference Rate (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Original Reference Rate (or such component); or

(ii) a public statement or publication of information by the regulatory supervisor for the administrator of such Original Reference Rate (or such component), the central bank for the currency of such Original Reference Rate (or such component), an insolvency official with jurisdiction over the administrator for such Original Reference Rate (or such component), a resolution authority with jurisdiction over the administrator for such Original Reference Rate (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Original Reference Rate, which states that the administrator of such Original Reference Rate (or such component) has ceased or will cease to provide such Original Reference Rate (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Original Reference Rate (or such component); or

(iii) a public statement or publication of information by the regulatory supervisor for the administrator of such Original Reference Rate announcing that such Original Reference Rate is no longer representative;

"**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 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), 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 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 T2 is an Applicable Business Centre, a T2 Settlement Day;

"**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 in the relevant Final Terms or Pricing Supplement;

"**Call Option**" has the meaning ascribed to such term in the Final Terms or Pricing Supplement;

"**Category of Covered Bonds**" means the relevant Issuer Cover Pool ascribed to the Covered Bonds in the relevant Final Terms or Pricing Supplement;

"**CIBOR**" means the Copenhagen interbank offered rate;

"**CITA**" means the Copenhagen interbank tomorrow/next average rate;

"**Clearing System Business Day**" means any day other than (i) Saturdays and Sundays and (ii) 1 January and 25 December;

"**Clearstream, Luxembourg**" means Clearstream Banking S.A.;

"**Couponholders**" means the holders of the Coupons, and such expression shall, unless the context otherwise requires, include the holders of Talons;

"**Covered Bondholders**" means the holders for the time being of the Covered Bonds, and such expression shall in relation to any Covered Bonds represented by a global Covered Bond and in relation to VP Systems Covered Bonds, be construed as provided below;

"**Danish Covered Bond Legislation**" means the Danish Financial Business Act (*lov om finansiel virksomhed*) and relevant executive orders (*bekendtgørelser*) and regulations thereto as may be supplemented, amended, modified, varied, extended, replaced or re-enacted from time to time, as well as any judicial decisions and administrative pronouncements all of which are subject to change, including with retroactive effect;

"**Danish Financial Business Act**" means the Danish Financial Business Act (Consolidated Act No. 432 of 16 April 2026, as supplemented, amended, modified, varied, extended, replaced or re-enacted from time to time);

"**Danish Recovery and Resolution Act**" means the Danish Recovery and Resolution Act of Certain Financial Undertakings (Consolidated Act No. 24 of 4 January 2019, as supplemented, amended, modified, varied, extended, replaced or re-enacted from time to time);

"**Danish Statutory Cover Pool Powers**" means any powers assigned to an Administrator existing from time to time under the Danish Covered Bond Legislation including, without limitation, any power to extend the maturity of the Covered Bonds in certain circumstances;

"**Danish Statutory Stay Powers**" means the powers of the FS to exercise any Danish Statutory Stay Powers in relation to the Issuer, which include:

(i) the suspension of payment or delivery obligations and/or the suspension of termination rights, as set out in Article 33(a), Article 69, Article 70 and Article 71 of the BRRD and any provision of Danish law transposing or implementing such Articles, including, without limitation, Sections 4(a) and 32-34 of the Danish Recovery and Resolution Act; and

(ii) the exclusion of certain contractual terms in early intervention and resolution set out in Article 68 of the BRRD and any provision of Danish law transposing or implementing such Article, including Section 31 of the Danish Recovery and Resolution Act;

and, in each case, any Executive Orders issued pursuant thereto and any regulatory standards adopted by the European Commission pursuant to Article 71(a) of the BRRD;

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

(i) if "**Actual/Actual (ICMA)**" is specified hereon,

(a) if the Calculation Period is equal to or shorter than the Regular Period during which it falls, the number of days in the Calculation Period divided by the

product of (x) the number of days in such Regular Period and (y) the number of Regular Periods normally ending in any year; and

(b) if the Calculation Period is longer than one Regular Period, the sum of:

(x) the number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;

(ii) if "**Actual/Actual**" or "**Actual/Actual (ISDA)**" is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(iii) if "**Actual/365 (Fixed)**" is specified hereon, the actual number of days in the Calculation Period divided by 365;

(iv) if "**Actual/360**" is specified hereon, the actual number of days in the Calculation Period divided by 360;

(v) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\textbf{\textit{Day Count Fraction}}=\frac{[360\times(Y2-Y1)]+[30\times(M2-M1)]+(D2-D1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" 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 D_1 is greater than 29, in which case D_2 will be 30;

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

$$\textbf{\textit{Day Count Fraction}}=\frac{[360\times(Y2-Y1)]+[30\times(M2-M1)]+(D2-D1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" 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 D_2 will be 30; and

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

$$\textbf{\textit{Day Count Fraction}}=\frac{[360\times(Y2-Y1)]+[30\times(M2-M1)]+(D2-D1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" 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 D_1 will be 30; and

"$\mathbf{D_2}$" 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 D_2 will be 30;

"**Designated Maturity**" means, in respect of any Covered Bond for which (i) the Floating Rate Covered Bond 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;

"**Early Redemption Amount**" means, in respect of any Covered Bond, 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;

"**Early Redemption Amount (Tax)**" means, in respect of any Covered Bond, 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;

"**Early Termination Amount**" means, in respect of any Covered Bond, 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;

"**Euroclear**" means Euroclear Bank SA/NV;

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

"**Exempt Covered Bonds**" shall have the meaning given to it in Condition 1.2;

"**Extraordinary Resolution**" has the meaning given in the Agency Agreement;

"**Final Redemption Amount**" means, in respect of any Covered Bond, 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;

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

"**FS**" means "Finansiel Stabilitet" and any successor or replacement thereto, or other resolution authority with the ability to exercise any Danish Statutory Stay Powers in relation to the Issuer, in any case as determined by the Issuer;

"**IA Determination Cut-Off Date**" means the date that is no later than five Business Days prior to the Interest Determination Date relating to the next Interest Period;

"**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;

"**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 selected and appointed by the Issuer at its own expense;

"**Interest Amount**" means, in relation to a 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 Covered Bonds 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 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 either: (i) the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Covered Bonds of the relevant Series) as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") (the "**2006 ISDA Definitions**") or (ii) the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (as amended and updated at the date of issue of the first Tranche of the Covered Bonds of the relevant Series) as published by ISDA (the "**2021 ISDA Definitions**"), in each case as specified in the relevant Final Terms or Pricing Supplement;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Issue Date**" has the meaning given in the relevant Final Terms or Pricing Supplement;

"**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 Rate of Interest**" 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;

"**Minimum Rate of Interest**" 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;

"**NIBOR**" means the Norwegian interbank offered rate;

"**Optional Redemption Amount (Call)**" means, in respect of any Covered Bond, 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 Amount (Put)**" means, in respect of any Covered Bond, 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;

"**Optional Redemption Date (Put)**" has the meaning given in the relevant Final Terms or Pricing Supplement;

"**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 Covered Bonds;

(ii) any Successor Reference Rate or Alternative Reference Rate which has been determined in relation to such benchmark or screen rate (as applicable) pursuant to the operation of Condition 5.2.9 (*Reference Rate Replacement – Independent Adviser*); or

(iii) any Benchmark Replacement which has been determined in relation to such benchmark or screen rate (as applicable) pursuant to the operation of Condition 5.2.10 (*Reference Rate Replacement – ARRC*),

as applicable;

"**Outstanding Principal Amount**" means, in respect of a Covered Bond, its principal amount outstanding or otherwise as specified in the Final Terms or Pricing Supplement;

"**Payment Business Day**" means:

(i) if relevant, a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and commercial banks and foreign exchange markets settle payments generally; and

(ii) in the case of payment by transfer to an account, a day on which commercial banks and foreign exchange markets settle payments generally in each Applicable Financial Centre, and if T2 is an Applicable Financial Centre, a T2 Settlement Day;

"**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;

"**Private Placement Legend**" means the legend set forth in the form of Registered Covered Bonds scheduled to the Agency Agreement;

"**Prospectus Regulation**" means Regulation (EU) 2017/1129;

"**Put Option Notice**" means a notice, in the form available from the Specified Office of any Paying Agent, or in the case of Registered Covered Bonds, the Registrar which must be delivered to a Paying Agent or the Registrar by any Covered Bondholder wanting to exercise its right to require the Issuer to redeem a Covered Bond;

"**Put Option Receipt**" means a receipt issued by a Paying Agent or, in the case of Registered Covered Bonds, the Registrar to a depositing Covered Bondholder upon deposit of a Covered Bond with such Paying Agent or the Registrar by any Covered Bondholder wanting to exercise its right to require the Issuer to redeem a Covered Bond;

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Covered Bonds 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 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 6.2.8 (*Registered Covered Bonds – Payments*);

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount 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 Issuer in the market that is most closely connected with the Reference Rate;

"**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 5.2.9 (*Reference Rate Replacement – Independent Adviser*) or Condition 5.2.10 (*Reference Rate Replacement – ARRC*), as applicable. In the case of Covered Bonds other than Exempt Covered Bonds, the Reference Rate shall be any one of SONIA, SOFR, EURIBOR, CIBOR, CITA, STIBOR and NIBOR, subject as provided in Condition 5.2.9 (*Reference Rate Replacement – Independent Adviser*) or Condition 5.2.10 (*Reference Rate Replacement – ARRC*), as applicable;

"**Register**" means a register established and maintained by the Issuer pursuant to the Danish Covered Bond Legislation;

"**Registered Covered Bonds**" means Covered Bonds issued in registered form;

"**Registered Holder**" means the persons in whose name a Registered Covered Bond is for the time being registered by the Registrar;

"**Regular Period**" means:

(i) in the case of Covered Bonds 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 Covered Bonds 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 Covered Bonds 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;

"**Relevant Date**" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Applicable Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Covered Bondholders;

"**Relevant Financial Centre**" has the meaning given in the relevant Final Terms or Pricing Supplement;

"**Relevant Governmental Body**" means 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 or any successor thereto;

"**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 Screen Page**" means the page, section or other part of a particular information 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 displaying rates or prices comparable to the Reference Rate;

"**Relevant Time**" has the meaning given in the relevant Final Terms or Pricing Supplement;

"**Reset Date**" has the meaning given in the relevant Final Terms or Pricing Supplement;

"**Restricted Securities**" has the meaning ascribed to such term in Rule 144(a)(3) under the United States Securities Act 1933;

"**Senior Debt**" means loans that may be taken out to purchase assets which are in turn added to the relevant Issuer Cover Pool in the event that the Issuer is required to post additional collateral;

"**Series**" means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing) except for their respective Issue Dates, the date of the first payment of interest, if any, the amount and/or the Issue Price;

"**SOFR**" means, in respect of any Relevant Business Day ("**RBDx**"), a reference rate equal to the daily Secured Overnight Financing Rate for such RBDx as provided by the SOFR Administrator on the SOFR Administrator's Website or such other Relevant Screen Page as specified in the relevant Final Terms or Pricing Supplement, in each case at or about 3.00 p.m. (New York City time) on the Relevant Business Day immediately following RBDx;

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of SOFR);

"**SOFR Administrator's Website**" means the website of the SOFR Administrator, or any successor source;

"**SONIA**" means, in respect of any Relevant Business Day ("**RBDy**"), a reference rate equal to the daily Sterling Overnight Index Average rate for such RBDy 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), in each case at or about 12.00 p.m. (London time) on the Relevant Business Day immediately following RBDy;

"**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;

"**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 (following consultation with an Independent Adviser (if applicable)) determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body;

"**T2 Settlement Day**" means any day on which the real-time gross settlement system ("**T2**") or any successor or replacement thereto is open for the settlement of payments in euro;

"**Talon**" means a talon for further Coupons;

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment;

"**Tranche**" means Covered Bonds which are identical in all respects (including as to listing);

"**VP**" means VP Securities A/S (*Værdipapircentralen A/S*), the Danish central securities depository;

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

"**VP Systems Covered Bonds**" means Covered Bonds issued in uncertificated book entry form cleared through VP, VPS or Euroclear Sweden (as the case may be); and

"**Zero Coupon Covered Bonds**" means a Covered Bond specified as such in the relevant Final Terms or Pricing Supplement.

2.2 *Interpretation:* In these Conditions:

(i) Covered Bonds and Covered Bondholders shall be deemed to include references to Coupons and Coupon-holders, respectively, where relevant;

(ii) if Talons are specified in the relevant Final Terms or Pricing Supplement as being attached to the Covered Bonds at the time of issue, references to Coupons shall be deemed to include references to Talons;

(iii) if Talons are not specified in the relevant Final Terms or Pricing Supplement as being attached to the Covered Bonds at the time of issue, references to Talons are not applicable;

(iv) 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 8 (*Taxation*), any premium payable in respect of a Covered Bond and any other amount in the nature of principal payable pursuant to these Conditions;

(v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 8 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;

(vi) references to Covered Bonds being "outstanding" shall be construed in accordance with the Agency Agreement;

(vii) 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 Covered Bonds;

(viii) any reference to the Agency Agreement or the Deed of Covenant shall be construed as a reference to the Agency Agreement or the Deed of Covenant, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Covered Bonds;

(ix) VP Systems Covered Bonds are in dematerialised form, and any references in these Conditions to Coupons and Talons shall not apply to VP Systems Covered Bonds and no global or definitive Covered Bonds will be issued in respect thereof;

(x) 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, supplemented, amended, modified, varied, extended, replaced or re-enacted; and

(xi) if the Covered Bonds are Zero Coupon Covered Bonds, references to Coupons and Couponholders are not applicable.

2.3 *Final Terms or Pricing Supplement prevails*: Words and expressions defined in the Agency Agreement or used in the relevant Final Terms or Pricing Supplement shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that in the event of any inconsistency between the Agency Agreement and the relevant Final Terms or Pricing Supplement, the relevant Final Terms or Pricing Supplement will prevail.

3. Form, Denomination and Title

3.1 *Form of the Covered Bonds*: The Covered Bonds are issued in bearer form (the Bearer Covered Bonds), registered form (the Registered Covered Bonds) or, in the case of VP Systems Covered Bonds, uncertificated book entry form and, in the case of definitive Covered Bonds, serially numbered, in the Specified Currency and the Specified Denomination(s). Save as provided in Condition 11 (*Transfer and Exchange of Registered Covered Bonds*), Covered Bonds of one Specified Denomination may not be exchanged for Covered Bonds of another Specified Denomination.

3.2 *No Exchange*: Bearer Covered Bonds may not be exchanged for Registered Covered Bonds and vice versa. VP Systems Covered Bonds may not be exchanged for Bearer Covered Bonds or Registered Covered Bonds and vice versa.

The Covered Bonds are Fixed Rate Covered Bonds, Floating Rate Covered Bonds, Zero Coupon Covered Bonds or a combination of any of the foregoing, depending upon the Interest Basis shown in the relevant Final Terms or Pricing Supplement.

3.3 *Title to Covered Bond in definitive form*: Subject as set out below, title to the Bearer Covered Bonds and Coupons will pass by delivery and title to the individual Registered Covered Bonds will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The Issuer and the Replacement Agent (as defined in the Agency Agreement), the Registrar and any Paying Agent may deem and treat the bearer of any Bearer Covered Bond or Coupon and the registered holder of any Registered Covered Bond as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes however, in the case of any

global Covered Bond, without prejudice to the provisions set out in Condition 3.4 (*Title to Global Covered Bond*).

3.4 *Title to Global Covered Bond*: For so long as any of the Covered Bonds is represented by a Bearer Global Covered Bond held on behalf of Euroclear and/or Clearstream, Luxembourg, or for so long as The Depository Trust Company ("**DTC**") or its nominee is the registered holder of a Registered Global Covered Bond, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg or DTC (as the case may be) as the holder of a particular nominal amount of such Covered Bonds (in which regard any certificate or other document issued by such clearing system as to the nominal amount of such Covered Bonds standing to the account of any person shall, save in the case of manifest error, be conclusive and binding for all purposes, including any form of statement or print out of electronic records provided by the relevant clearing system in accordance with its usual procedures and in which the holder of a particular nominal amount of such Covered Bonds is clearly identified together with the amount of such holding) shall be treated by the Issuer, the Fiscal Agent, the Replacement Agent and any other Paying Agent as the holder of such nominal amount of such Covered Bonds for all purposes other than (in the case only of Covered Bonds not being VP Systems Covered Bonds) with respect to the payment of principal or interest on the Covered Bonds, for which purpose, in the case of Covered Bonds represented by a Bearer Global Covered Bond, the bearer of the relevant Bearer Global Covered Bond or, in the case of a Registered Global Covered Bond, the registered holder of the relevant Registered Global Covered Bond, shall be treated by the Issuer, the Fiscal Agent and any other Paying Agent as the holder of such Covered Bonds in accordance with and subject to the terms of the relevant global Covered Bond and the expressions "Covered Bondholder" and " Covered Bondholders" and related expressions shall be construed accordingly.

3.5 *Title to VP Systems Covered Bonds*: Title to the VP Systems Covered Bonds 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 Covered Bond. The holder of a VP Systems Covered Bond 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).

4. Status of the Covered Bonds

Each relevant Category of Covered Bonds constitutes ordinary and unsubordinated obligations, issued in accordance with, and subject to, the Danish Covered Bond Legislation and ranks *pari passu* among themselves and with related derivative contracts contained in the relevant Issuer Cover Pool (as specified in the relevant Final Terms or Pricing Supplement). Senior Debt (if any) ranks immediately thereafter. To the extent that claims in relation to the relevant Category of 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 relevant Issuer 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 obligations, and ahead of the obligations under the non-preferred senior debt obligations of the Issuer as well as ahead of the subordinated obligations of the Issuer.

5. Interest

5.1 *Interest on Fixed Rate Covered Bonds*

5.1.1 *Interest*: Each Fixed Rate Covered Bond bears interest on its outstanding nominal amount from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

5.1.2 *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, subject as provided in Condition 5.4 (*Calculation of interest amount in global form*). Where the Specified Denomination of a Covered Bond is the Calculation Amount, the amount of interest payable in respect of such Covered Bond shall be the relevant Fixed Coupon Amount or the relevant Broken Amount, as the case may be, subject as provided in Condition 5.4 (*Calculation of interest amount in global form*). Where the Specified Denomination of a Covered Bond comprises more than one Calculation Amount, the amount of interest payable in respect of such Covered Bond shall be the aggregate of the Fixed Coupon Amounts or the Broken Amounts, as the case may be, for each Calculation Amount comprising the Specified Denomination, subject as provided in Condition 5.4 (*Calculation of interest amount in global form*).

5.1.3 *Calculation of Interest Amount*: If interest is required to be calculated for a period other than an Interest Period or if no Fixed Coupon Amount or Broken Amount is specified in the relevant Final Terms or Pricing Supplement, the amount of interest payable per Calculation Amount shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product thereof by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention, subject as provided in Condition 5.4 (*Calculation of interest amount in global form*). Where the Specified Denomination of a Covered Bond is the Calculation Amount, the amount of interest payable in respect of such Covered Bond shall be the amount (determined in the manner provided above) for the Calculation Amount, subject as provided in Condition 5.4 (*Calculation of interest amount in global form*). Where the Specified Denomination of a Covered Bond comprises more than one Calculation Amount, the amount of interest payable in respect of such Covered Bond shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination, without any further rounding, subject as provided in Condition 5.4 (*Calculation of interest amount in global form*).

5.2 *Interest on Floating Rate Covered Bonds*

5.2.1 *Interest*: Each Floating Rate Covered Bond bears interest at the Rate(s) of Interest as specified in the relevant Final Terms or Pricing Supplement on its outstanding nominal amount from (and including) the Interest Commencement Date and such interest will be payable in arrear for each Interest Period on either:

(i) the Interest Payment Date(s) in each year specified in the relevant Final Terms or Pricing Supplement; or

(ii) if no Interest Payment Date(s) is/are specified in the relevant Final Terms or Pricing Supplement, each date, which falls the number of months or other period specified as the Specified Period in the relevant Final Terms or Pricing Supplement after the

preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

5.2.2 *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(s) of Interest applicable to the Covered Bonds for each Interest Period will be the relevant ISDA Rate plus or minus (as specified in the relevant Final Terms or Pricing Supplement) the Margin (if any). For the purposes of this Condition 5.2.2, "ISDA Rate" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent was acting as Calculation Agent (as such term is defined in the ISDA Definitions) for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(i) the Floating Rate Option is as specified in the relevant Final Terms or Pricing Supplement;

(ii) the Designated Maturity is a period specified in the relevant Final Terms or Pricing Supplement; and

(iii) the relevant Reset Date is the day specified in the relevant Final Terms or Pricing Supplement.

For the purposes of this Condition 5.2.2, "Floating Rate", "Floating Rate Option", "Designated Maturity" and "Reset Date" have the meanings given to those terms in the ISDA Definitions.

5.2.3 Screen Rate Determination:

(A) *Screen Rate Determination – Term Rate*

If Screen Rate Determination and Term Rate are both 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 Covered Bonds 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 5.2.3(A)(i) above, such rate does not appear on that page or, in the case of Condition 5.2.3(A)(ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Issuer or an agent on its behalf appointed at such time 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 Issuer or an agent on its behalf appointed at such time, 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 European banks 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 Covered Bonds 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 Covered Bonds in respect of the last preceding Interest Period.

(B) *Screen Rate Determination –Overnight Rate*

(1) Overnight Rate – Non-Index Determination

If Screen Rate Determination and Overnight Rate are both 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 relevant Final Terms or Pricing Supplement also specifies Index Determination as being "Not Applicable", the Rate of Interest applicable to the Covered Bonds for each Interest Accrual Period will, subject to Condition 5.2.9 (*Reference Rate Replacement – Independent Adviser*) or Condition 5.2.10 (*Reference Rate Replacement – ARRC*), as applicable, and as provided below, be the Compounded Daily Reference Rate plus or minus (as indicated in the relevant Final Terms or Pricing Supplement) the applicable Margin, where:

"**Compounded Daily Reference Rate**" means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate – being either SONIA or SOFR, as specified in the relevant Final Terms or Pricing Supplement and further described below – as the reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date as further specified in the relevant Final Terms or Pricing Supplement, in accordance with the relevant following formula (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)):

Observation Shift

where "**Observation Shift**" is specified as the Observation Method in the relevant Final Terms or Pricing Supplement:

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

where:

"**D**" is the number specified in the relevant Final Terms or Pricing Supplement;

"**d**" is, for a relevant Observation Period, the number of calendar days in such Observation Period;

"**d_0**" is, for a relevant Observation Period, the number of Relevant Business Days in such Observation Period;

"**i**" is, for a relevant Observation Period, a series of whole numbers from one to d_0, each representing a Relevant Business Day in chronological order from (and including) the first Relevant Business Day in such Observation Period;

"**Relevant Business Day**" means:

(a) if "SONIA" is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate, any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London; or

(b) if "SOFR" is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate, a United States Government Securities Business Day;

"**n_i**", for any Relevant Business Day "i" in a relevant Observation Period, means the number of calendar days from (and including) such Relevant Business Day "i" to (but excluding) the following Relevant Business Day;

"**Observation Period**" means, in respect of a relevant Interest Accrual Period, the period from (and including) the date falling "p" Relevant Business Days prior to the first day of such Interest Accrual Period to (but excluding) the date which is "p" Relevant Business Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling "p" Relevant Business Days prior to such earlier date, if any, on which the Covered Bonds become due and payable);

"**p**" means, for a relevant Interest Accrual Period, the number of Relevant Business Days specified as the Observation Shift Period in the relevant Final Terms or Pricing Supplement (or, if no such number is specified, two Relevant Business Days);

"**r**" means, in respect of any Relevant Business Day, (if "SONIA" is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate) the applicable SONIA rate in respect of such Relevant Business Day or (if "SOFR" is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate) the applicable SOFR rate in respect of such Relevant Business Day; and

"**r_i**" means, for any Relevant Business Day, the applicable SONIA rate or SOFR rate (as applicable) as set out in the definition of "r" above in respect of the such Relevant Business Day.

Lag

where "Lag" is specified as the Observation Method in the relevant Final Terms or Pricing Supplement:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{r_{i-pBD}\times \mathrm{n_i}}{D}\right)-1\right]\times\frac{D}{d}$$

where:

"**D**" is the number specified in the relevant Final Terms or Pricing Supplement;

"**d**" is, for a relevant Interest Accrual Period, the number of calendar days in such Interest Accrual Period;

"**d_o**" is, for a relevant Interest Accrual Period, the number of Relevant Business Days in the relevant Interest Accrual Period;

"**i**" is, for a relevant Interest Accrual Period, a series of whole numbers from one to d_0, each representing a Relevant Business Day in chronological order from (and including) the first Relevant Business Day in such Interest Accrual Period;

"**Relevant Business Day**" means:

(a) if "SONIA" is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate, any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London; or

(b) if "SOFR" is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate, a United States Government Securities Business Day;

"**n_i**", for any Relevant Business Day "i" in a relevant Interest Accrual Period, means the number of calendar days from (and including) such Relevant Business Day "i" to (but excluding) the following Relevant Business Day;

"**p**" means the number of Relevant Business Days included in the Lag Look-Back Period specified in the relevant Final Terms or Pricing Supplement (or, if no such number is specified, two Relevant Business Days);

"**r**" means, in respect of any Relevant Business Day, (if "SONIA" is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate) the applicable SONIA rate in respect of such Relevant Business Day or (if "SOFR" is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate) the applicable SOFR rate in respect of such Relevant Business Day; and

"**r_{i-p}BD**" means, for any Relevant Business Day "i" in the relevant Interest Accrual Period, the applicable SONIA rate or SOFR rate (as applicable) as set out in the definition of "r" above in respect of the Relevant Business Day falling "p" Relevant Business Days prior to the applicable Relevant Business Day "i".

Lock-out

where "Lock-out" is specified as the Observation Method in the relevant Final Terms or Pricing Supplement and if "SOFR" is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{r_{\mathrm{I}}\times \mathrm{n_i}}{D}\right)-1\right]\times\frac{D}{d}$$

where:

"**D**" is the number specified in the relevant Final Terms or Pricing Supplement;

"**d**" is, for a relevant Interest Accrual Period, the number of calendar days in such Interest Accrual Period;

"**d_0**" is, for a relevant Interest Accrual Period, the number of Relevant Business Days in such Interest Accrual Period;

"**i**" is, for a relevant Interest Accrual Period, a series of whole numbers from one to d_0, each representing a Relevant Business Day in chronological order from (and including) the first Relevant Business Day in such Interest Accrual Period;

"**Lock-out Period**" means, with respect to an Interest Accrual Period, the period from (and including) the day following the Interest Determination Date to (but excluding) for such Interest Accrual Period (A) the corresponding Interest Payment Date for such Interest Accrual Period or (B) the date on which the relevant payment of interest falls due, if different;

"**n_i**", for any Relevant Business Day "i" in a Relevant Interest Accrual Period, means the number of calendar days from (and including) such Relevant Business Day "i" (but excluding) the following Relevant Business Day;

"**r**" means:

(a) in respect of any Relevant Business Day "i" that is a Reference Day, the applicable SOFR rate in respect of the Relevant Business Day immediately preceding such Reference Day, and

(b) in respect of any Relevant Business Day "i" that is not a Reference Day (being a Relevant Business Day in the Lock-out Period), the applicable SOFR rate in respect of the Relevant Business Day immediately preceding the last Reference Day of the relevant Interest Accrual Period (such last Reference Day coinciding with the Interest Determination Date);

"**Reference Day**" means each Relevant Business Day in the relevant Interest Accrual Period, other than any Relevant Business Day in the Lock-out Period;

"**Relevant Business Day**" means a United States Government Securities Business Day; and

"**ri**" means the applicable SOFR rate as set out in the definition of "r" above for the applicable Relevant Business Day "i".

(2) Overnight Rate – Index Determination

If Screen Rate Determination and Overnight Rate are both 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 relevant Final Terms or Pricing Supplement also specifies Index Determination as being "Applicable", the Rate of Interest applicable to the Covered Bonds for each Interest Accrual Period will, subject to Condition 5.2.9 (*Reference Rate Replacement – Independent Adviser*) or Condition 5.2.10 (*Reference Rate Replacement – ARRC*), as applicable, and as provided below, be the relevant

Compounded Daily Reference Rate plus or minus (as indicated in the relevant Final Terms or Pricing Supplement) the applicable Margin.

If "SONIA" is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate, the Compounded Daily Reference Rate shall be the Compounded Daily SONIA Rate, where:

"**Compounded Daily SONIA Rate**" means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) (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 by the Calculation Agent by reference to the screen rate or index for compounded daily SONIA rates administered by the administrator of the SONIA rate that is published or displayed by such administrator or other information service from time to time on the relevant Interest Determination Date, as further specified in the relevant Final Terms or Pricing Supplement (the "**SONIA Compounded Index**") and in accordance with the following formula:

$$\text{Compounded Daily SONIA Rate} = \left(\frac{SONIA\ Compounded\ Index_{End}}{SONIA\ Compounded\ Index_{Start}} - 1\right) x\ \frac{365}{d}$$

where:

"**d**" is the number of calendar days from (and including) the day in relation to which SONIA Compounded IndexStart is determined to (but excluding) the day in relation to which SONIA Compounded IndexEnd is determined;

"**Relevant Number**" is the number specified as such in the relevant Final Terms or Pricing Supplement (or, if no such number is specified, two);

"**SONIA Compounded IndexStart**" means, with respect to an Interest Accrual Period, the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Business Days prior to the first day of such Interest Accrual Period; and

"**SONIA Compounded IndexEnd**" means, with respect to an Interest Accrual Period, the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Business Days prior to (i) the Interest Payment Date for such Interest Accrual Period, or (ii) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Accrual Period).

If the relevant SONIA Compounded Index is not published or displayed by the administrator of the SONIA rate or other information service by 5.00 p.m. (London time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the SONIA rate or of such other information service, as the case may be) on the relevant Interest Determination Date, the Compounded Daily SONIA Rate for the applicable Interest Accrual Period for which the SONIA Compounded Index is not available shall be the "Compounded Daily Reference Rate" determined in accordance with Condition 5.2.3(B)(1) above as if "Index Determination" were specified in the relevant Final Terms or Pricing Supplement as being 'Not Applicable', and for these purposes: (i) the "Observation Method" shall be deemed to be

"Observation Shift" and (ii) the "Observation Shift Period" shall be deemed to be equal to the Relevant Number of London Business Days, as if those alternative elections had been made in the relevant Final Terms or Pricing Supplement.

If "SOFR" is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate, the Compounded Daily Reference Rate shall be the Compounded Daily SOFR Rate, where:

"**Compounded Daily SOFR Rate**" means, with respect to an Interest Accrual 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 by the Calculation Agent in accordance with the following formula:

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1\right) x\ \frac{360}{d_c}$$

where:

"$\mathbf{d}_c$" is the number of calendar days from (and including) the day in relation to which SOFR $\text{Index}_{\text{Start}}$ is determined to (but excluding) the day in relation to which SOFR $\text{Index}_{\text{End}}$ is determined;

"**Relevant Number**" is the number specified as such in the relevant Final Terms or Pricing Supplement (or, if no such number is specified, five);

"**SOFR**" means the daily secured overnight financing rate as provided by the SOFR Administrator on the SOFR Administrator's Website;

"**SOFR Index**", with respect to any United States Government Securities Business Day, means the SOFR index value as published by the SOFR Administrator as such index appears on the SOFR Administrator's Website at or around 3.00 p.m. (New York time) on such United States Government Securities Business Day (the "SOFR Determination Time");

"**SOFR** $\mathbf{Index_{Start}}$", with respect to an Interest Accrual Period, is the SOFR Index value for the day which is the Relevant Number of United States Government Securities Business Days preceding the first day of such Interest Accrual Period; and

"**SOFR** $\mathbf{Index_{End}}$", with respect to an Interest Accrual Period, is the SOFR Index value for the day which is the Relevant Number of United States Government Securities Business Days preceding (A) the Interest Payment Date for such Interest Accrual Period, or (B) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Accrual Period).

If, as at any relevant SOFR Determination Time, the relevant SOFR Index is not published or displayed on the SOFR Administrator's Website by the SOFR Administrator, the Compounded Daily SOFR Rate for the applicable Interest Accrual Period for which the relevant SOFR Index is not available shall be the "Compounded Daily Reference Rate" determined in accordance with Condition 5.2.3(B)(1) above as if "Index Determination" were specified in the relevant Final Terms or Pricing Supplement as being 'Not Applicable', and for these purposes: (i) the "Observation Method" shall be deemed to be "Observation Shift" and (ii) the "Observation Shift Period" shall be deemed to be equal to the Relevant Number of United States

Government Securities Business Days, as if such alternative elections had been made in the relevant Final Terms or Pricing Supplement.

(3) Fallback provisions – SONIA

For the purposes of Condition 5.2.3(B)(1), where SONIA is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate, then if, in respect of any Relevant Business Day on which an applicable SONIA rate is required to be determined, such SONIA rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), then (unless the Fiscal Agent has been notified of any Successor Reference Rate or Alternative Reference Rate (and any related Adjustment Spread and/or Benchmark Amendments) pursuant to Condition 5.2.9 (*Reference Rate Replacement – Independent Adviser*), if applicable) the SONIA rate in respect of such Relevant Business Day shall be:

(a) the sum of (1) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at 5.00 p.m. (or, if earlier, close of business) on such Relevant Business Day and (2) the mean of the spread of the SONIA rate to the Bank Rate over the previous five Relevant Business Days on which a SONIA 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); or

(b) if the Bank Rate under (a)(1) above is not available at the relevant time, either (A) the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Relevant Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (B) if this is more recent, the latest rate determined under (a) above,

and, in each case, "r" shall be construed accordingly under Condition 5.2.3(B)(1).

(4) Fallback provisions – SOFR

For the purposes of Condition 5.2.3(B)(1), subject to Condition 5.2.9 (*Reference Rate Replacement – Independent Adviser*) or Condition 5.2.10 (*Reference Rate Replacement – ARRC*), as applicable, where SOFR is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate then if, in respect of any Relevant Business Day, such Reference Rate is not available, then (unless the Fiscal Agent has been notified of (as applicable) any Successor Reference Rate or Alternative Reference Rate (and any related Adjustment Spread and/or Benchmark Amendments (as defined below), if applicable)) or any Benchmark Replacement (and any related Benchmark Replacement Adjustment and/or Benchmark Replacement Conforming Changes, if applicable) as applicable, the SOFR in respect of such Relevant Business Day shall be deemed to be the SOFR for the first preceding Relevant Business Day on which the SOFR was published on the SOFR Administrator's Website, and "r" shall be construed accordingly under Condition 5.2.3(B)(1).

(5) Further fallbacks – SONIA and SOFR

In the event that the Rate of Interest cannot be determined in accordance with any of the foregoing provisions, but without prejudice to Condition 5.2.9 (*Reference Rate*

Replacement – Independent Adviser) or Condition 5.2.10 (*Reference Rate Replacement – ARRC*), as applicable, the Rate of Interest shall be:

(a) that determined as at the last preceding Interest Determination Date (though substituting where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Accrual Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Accrual Period); or

(b) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Covered Bonds for the first scheduled Interest Accrual Period had the Covered Bonds been in issue for a period equal in duration to the first scheduled Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (applying the Margin and, if applicable, any Maximum Rate of Interest and/or Minimum Rate of Interest, applicable to the first scheduled Interest Accrual Period).

5.2.4 *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.

5.2.5 *Determination of Rate of Interest and Calculation of Interest Amounts*: The Calculation Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period and will calculate the amount of interest (the "**Interest Amount**") payable per Covered Bond in respect of the Floating Rate Covered Bonds for the relevant Interest Period. The amount of interest payable per Calculation Amount in respect of any Floating Rate Covered Bond for any Interest Period shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product thereof by the applicable Day Count Fraction for such Interest Period, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention, subject as provided in Condition 5.4 (*Calculation of interest amount in global form*). In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated. Where the Specified Denomination of a Covered Bond is the Calculation Amount, the amount of interest payable in respect of such Covered Bond shall be the amount (determined in the manner provided above) for the Calculation Amount, subject as provided in Condition 5.4 (*Calculation of interest amount in global form*). Where the Specified Denomination of a Covered Bond comprises more than one Calculation Amount, the amount of interest payable in respect of such Covered Bond shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination, without any further rounding, subject as provided in Condition 5.4 (*Calculation of interest amount in global form*).

5.2.6 *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.

5.2.7 *Notification of Rate of Interest and Interest Amounts*: The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Fiscal Agent, each of the other Paying Agents, the Covered Bondholders and any stock exchange on which the relevant Floating Rate Covered Bonds are for the time being listed and, in the case of VP Systems Covered Bonds, VP, VPS or Euroclear Sweden (as the case may be) and the VP Systems Agent and notice thereof to be published in accordance with Condition 13 (*Notices*) as soon as possible after their determination. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Covered Bonds have been admitted to listing or trading are for the time being listed and to the Covered Bondholders in accordance with Condition 13 (*Notices*).

5.2.8 *Certificates to be Final*: All certificates, communications, opinions, determinations, calculations, quotations, notifications and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5, by the Calculation Agent or, in the circumstances described below, the Issuer, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Fiscal Agent, the other Paying Agents, the Registrar, the Calculation Agent (if applicable) and all Covered Bondholders and Couponholders and (in the absence as aforesaid) no liability to the Covered Bondholders or the Couponholders shall 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 pursuant to such provisions.

5.2.9 *Reference Rate Replacement – Independent Adviser:*

If:

(i) Reference Rate Replacement – Independent Adviser 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(s) of Interest is/are to be determined; and

(ii) notwithstanding the provisions of Condition 5.2.3 (*Screen Rate Determination*), 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 Covered Bonds:

(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 Covered Bondholders) (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 Covered Bonds 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 5.2.9. 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 for all future Interest Periods (subject to the subsequent operation of, and adjustment as provided in, this Condition 5.2.9);

(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 Covered Bondholders) 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, Reference Banks, Relevant Financial Centre, Relevant Screen Page and/or Relevant Time applicable to the Covered Bonds and (2) the method for determining the fallback to the Rate of Interest in relation to the Covered Bonds if such Successor Reference Rate or Alternative Reference Rate (as applicable) is not available. 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 5.2.9. No consent shall be required from the Covered Bondholders 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 13 (*Notices*), the Covered Bondholders. 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 5.2.9 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 Covered Bondholders for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 5.2.9.

Without prejudice to the obligations of the Issuer under this Condition 5.2.9, the Rate of Interest for the next Interest Period shall be determined by reference to the fallback provisions of Condition 5.2.3 (*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 5.2.9, 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).

Notifications etc.: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 5.2.9 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 Fiscal Agent, the other Paying Agents, the Registrar, the Calculation Agent (if applicable) and all Covered Bondholders and Couponholders and (in the absence as aforesaid) no liability to the Covered Bondholders or the Couponholders shall 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 pursuant to such provisions.

5.2.10 *Reference Rate Replacement – ARRC*:

Application: This Condition 5.2.10 is applicable to the Covered Bonds only if "SOFR" is specified in the relevant Final Terms or Pricing Supplement as the applicable Reference Rate and "Reference Rate Replacement – ARRC" is also specified in the relevant Final Terms or Pricing Supplement as applicable.

If the Issuer determines on or prior to the Relevant Time on the relevant Interest Determination Date that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the Original Reference Rate, the Benchmark Replacement will replace the Original Reference Rate for all purposes relating to the Covered Bonds in respect of all determinations on such date and for all determinations on all subsequent dates (subject to any subsequent application of this Condition 5.2.10 with respect to such Benchmark Replacement).

Where this Condition 5.2.10 applies, if the Issuer considers it necessary to make Benchmark Replacement Conforming Changes, the Issuer may (without any requirement for the consent or approval of the Covered Bondholders) determine (acting in good faith and in a commercially reasonable manner) the terms of the relevant Benchmark Replacement Conforming Changes. 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 5.2.10. No consent shall be required from the Covered Bondholders in connection with determining or giving effect to the relevant

Benchmark Replacement, Benchmark Replacement Adjustment (if applicable) or any Benchmark Replacement Conforming Changes, including for the execution of any documents or other steps to be taken by the Fiscal Agent (if required or useful). Without prejudice to the definitions thereof, for the purposes of determining any Benchmark Replacement Conforming Changes, the Issuer will take into account any relevant and applicable market precedents, any operational requirements of the Calculation Agent, any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets.

The Issuer shall promptly, following the determination of any relevant Benchmark Replacement and Benchmark Replacement Adjustment (if applicable), give notice thereof to the Fiscal Agent and, in accordance with Condition 13 (*Notices*), the Covered Bondholders. Such notice shall specify the effective date(s) for such Benchmark Replacement and Benchmark Replacement Adjustment (if applicable) and any Benchmark Replacement Conforming Changes (if any).

Notifications etc.: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 5.2.10 by the Issuer, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Fiscal Agent, the other Paying Agents, the Registrar, the Calculation Agent (if applicable) and all Covered Bondholders and Couponholders and (in the absence as aforesaid) no liability to the Covered Bondholders or the Couponholders shall 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 pursuant to such provisions.

5.3 *Accrual of Interest*: Each Covered Bond (or in the case of the redemption of part only of a Covered Bond, that part only of such Covered Bond) will cease to bear interest (if any) from the date of its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue in accordance with these Conditions.

5.4 *Calculation of interest amount in global form:* Notwithstanding Condition 5.1.2 (*Fixed Coupon Amount and Broken Amount*), Condition 5.1.3 (*Calculation of Interest Amount*) and/or Condition 5.2.5 (*Determination of Rate of Interest and Calculation of Interest Amounts*), as applicable, for so long as any of the Covered Bonds is represented by a global Covered Bond held on behalf of Euroclear and/or Clearstream, Luxembourg, (i) the amount of interest payable in respect of such Covered Bonds for any period shall be calculated by applying the relevant Rate of Interest to the Outstanding Principal Amounts of such Covered Bonds, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the relevant Specified Currency (half a sub-unit being rounded upwards) and (ii) the definition of "**Interest Amount**" set out in Condition 2.1 (*Definitions*) shall instead be construed in relation to such calculation. 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.

6. Payments

6.1 *Method of Payment*: Subject as provided below:

(i) payments in a Specified Currency other than euro will be made by cheque drawn in the currency in which payment is due on, or by credit or transfer to an account denominated in that currency and maintained by the payee with, a bank in the Applicable Financial Centre of that 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 cheque denominated in euro.

All payments in respect of the Covered Bonds 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 8 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8 (*Taxation*)) any law implementing an intergovernmental approach thereto. References to "Specified Currency" will include any successor currency under applicable law.

6.2 *Presentation of Covered Bonds and Coupons*:

6.2.1 *Covered Bonds*: Payments of principal in respect of definitive Bearer Covered Bonds will (subject as provided below) be made in the manner provided in Condition 6.1 (*Method of Payment*) above only against presentation and surrender (or in the case of part payment of any sum due only, endorsement) of definitive Bearer Covered Bonds, and payments of interest in respect of definitive Bearer Covered Bonds will (subject as provided below) be made as aforesaid only against presentation and surrender (or in the case of part payment of any sum due only, endorsement) of Coupons, in each case at the Specified Office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

6.2.2 *Coupons for Fixed Rate Covered Bonds*: Fixed Rate Covered Bonds in definitive bearer form (other than Long Maturity Covered Bonds (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 8 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Covered Bond in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

6.2.3 *Coupons for Floating Rate or Long Maturity Covered Bonds*: Upon the date on which any Floating Rate Covered Bond or Long Maturity Covered Bond in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A "**Long Maturity Covered Bond**" is a Fixed Rate Covered Bond (other than a Fixed Rate Covered Bond which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Covered Bond shall cease to be a Long Maturity Covered Bond on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Covered Bond.

6.2.4 *Payments other than in respect of Matured Coupons*: If the due date for redemption of any definitive Bearer Covered Bond is not an Interest Payment Date, interest (if any) accrued in respect of such definitive Bearer Covered Bond from (and including) the preceding Interest Payment Date or Interest Commencement Date, as the case may be, shall be payable only against surrender of the relevant definitive Bearer Covered Bond.

6.2.5 *Bearer Global Covered Bonds*: Payments of principal and interest (if any) in respect of Covered Bonds represented by any Bearer Global Covered Bond will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Covered Bonds and otherwise in the manner specified in the relevant Bearer Global Covered Bond against presentation or surrender, as the case may be, of such Bearer Global Covered Bond at the Specified Office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of such Bearer Global Covered Bond, distinguishing between any payment of principal and any payment of interest, will be made on such Bearer Global Covered Bond by such Paying Agent and such record shall be prima facie evidence that the payment in question has been made.

6.2.6 *Entitlement to Payment in respect of Global Covered Bonds*: The holder of a global Covered Bond shall be the only person entitled to receive payments in respect of Covered Bonds represented by such global Covered Bond and the Issuer will be discharged by payment to, or to the order of, the holder of such global Covered Bond in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or DTC (as the case may be) as the beneficial holder of a particular nominal amount of Covered Bonds represented by such global Covered Bond must look solely to Euroclear, Clearstream, Luxembourg or DTC (as the case may be) for its share of each payment so made by the Issuer to, or to the order of, the holder of such global Covered Bond. All amounts payable to DTC or its nominee as registered holder of a Registered Global Covered Bond in respect of Covered Bonds denominated in a Specified Currency other than U.S. Dollars shall be paid by transfer by the Registrar to an account in the relevant Specified Currency of the Fiscal Agent on behalf of DTC or its nominee for payment in such Specified Currency or conversion into U.S. Dollars in accordance with the provisions of the Agency Agreement.

6.2.7 *Payments in New York City*: Notwithstanding Condition 6.2.6 (*Entitlement to Payment in respect of Global Covered Bonds*), if any amount of principal and/or interest in respect of Bearer Covered Bonds is payable in U.S. Dollars, such U.S. Dollar payments of principal and/or interest in respect of such Bearer Covered Bonds will be made at the Specified Office of a Paying Agent in the United States if:

(i) the Issuer has appointed Paying Agents with Specified Offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such Specified Offices outside the United States of the full amount of principal and interest on the Covered Bonds in the manner provided above when due;

(ii) payment of the full amount of such principal and interest at all such Specified Offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars; and

(iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

6.2.8 *Registered Covered Bonds – Payments*: Payments of principal and interest in respect of Registered Covered Bonds (whether in definitive or global form) will be made in the manner

provided in Condition 6.1 (*Method of Payment*) to the persons in whose name such Covered Bonds are registered at the close of business on:

(i) (in the case of Registered Covered Bonds represented by a global Covered Bond and which are not VP Systems Covered Bonds) the Clearing System Business Day prior to such due date (the "**Record Date**"); and

(ii) (in the case of any other Registered Covered Bonds which are not VP Systems Covered Bonds) the fifteenth day (whether or not this is a day on which banks are open for business in the city where the Registrar is located) prior to such due date (also, a "**Record Date**") against presentation and surrender (or, in the case of part payment of any sum due only, endorsement) of such Covered Bonds at the Specified Office of the Registrar.

6.2.9 *Credit or Transfer Payment*: If payment in respect of any Registered Covered Bonds is required by credit or transfer, application for such payment must be made by the holder to the Registrar not later than the relevant Record Date.

6.2.10 *VP Systems Covered Bonds*: Payments of principal and interest in respect of VP Systems Covered Bonds will be made to the Covered Bondholders 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 (as the case may be).

6.3 *Payment Date*: If the due date for payment of any amount in respect of any Covered Bond or Coupon is not a Payment Business Day, the holder thereof shall not be entitled to payment until the next following Payment Business Day in the relevant place and shall not be entitled to any further interest or other payment in respect of such delay.

6.4 *Exchange of Talons*: On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the Specified Office of the Fiscal Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Covered Bond to which it appertains) a further Talon, subject to the provisions of Condition 9 (*Prescription*).

7. Redemption and Purchase

7.1 *Scheduled Redemption*: Unless previously redeemed or purchased and cancelled as specified below, each Covered Bond will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the relevant Final Terms or Pricing Supplement in the relevant Specified Currency on the Maturity Date, subject as provided in these Conditions.

7.2 *Redemption for Tax Reasons*: The Covered Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Covered Bond is not a Floating Rate Covered Bond) or on any Interest Payment Date (if this Covered Bond is a Floating Rate Covered Bond), on giving no less than thirty nor more than sixty days' notice to the Fiscal Agent (and, in the case of VP Systems Covered Bonds, to the VP Systems Agent) and, in accordance with Condition 13 (*Notices*), to the Covered Bondholders (which notice shall be irrevocable), if:

(i) on the occasion of the next payment due under the Covered Bonds, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of

Denmark or any political subdivision or any authority thereof or any authority or agency therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Covered Bonds; and

(ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than ninety 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 Covered Bonds then due. Covered Bonds redeemed pursuant to this Condition 7.2 will be redeemed at their Early Redemption Amount referred to in Condition 7.5 (*Early Redemption Amounts*) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

7.3 *Redemption at the Option of the Issuer (Call Option)*: If the Call Option is specified in the relevant Final Terms or Pricing Supplement, the Issuer shall, having given 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 Covered Bondholders in accordance with Condition 13 (*Notices*) (which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Covered Bonds then outstanding on any Optional Redemption Date (Call) and at the Optional Redemption Amount (Call) specified in, or determined in the manner specified in, the relevant Final Terms or Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date (Call). Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount or not more than the Maximum Redemption Amount in each case as may be specified in the relevant Final Terms or Pricing Supplement. In the case of a partial redemption of Covered Bonds, the Covered Bonds (or, as the case may be, parts of Registered Covered Bonds) to be redeemed ("**Redeemed Covered Bonds**") will be (i) selected individually by lot without involving any part only of a Bearer Covered Bond, in the case of Redeemed Covered Bonds represented by definitive Covered Bonds; (ii) selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and/or Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) and/or DTC, as the case may be, in the case of Redeemed Covered Bonds represented by a global Covered Bond; and (iii) selected in accordance with the rules of VP, VPS or Euroclear Sweden (as the case may be) in the case of VP Systems Covered Bonds, in each case not more than thirty days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**"). In the case of Redeemed Covered Bonds represented by definitive Covered Bonds, a list of the serial numbers of such Redeemed Covered Bonds will be published in accordance with Condition 13 (*Notices*) not less than fifteen days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Covered Bonds represented by definitive Covered Bonds shall be (so far as may be practicable) pro rata to their principal amounts, provided always that the amount redeemed in respect of each Covered Bond shall be equal to the minimum 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 systems on which the Covered Bonds may be listed, traded or quoted. No exchange of the relevant global Covered Bond will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 7.3 and notice to that effect shall be given by the Issuer to the Covered Bondholders in accordance with Condition 13 (*Notices*) at least five days prior to the Selection Date.

7.4 *Redemption at the Option of the Covered Bondholders (Put Option)*: If the Put Option is specified in the relevant Final Terms or Pricing Supplement, upon the holder of any Covered Bond giving to the Issuer in accordance with Condition 13 (*Notices*) not less than the minimum nor more than the maximum period of notice specified in the relevant Final Terms or Pricing Supplement, the Issuer will, upon the expiry of such notice, redeem, in whole (but not in part), such Covered Bond on the Optional Redemption Date (Put) and at the Optional Redemption Amount (Put) together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date (Put).

If the Covered Bond is in definitive form and held outside Euroclear and/or Clearstream, Luxembourg or DTC (as the case may be) to exercise the right to require redemption of this Covered Bond, the Covered Bondholder must deliver such Covered Bond at the Specified Office of any Paying Agent, in the case of Bearer Covered Bonds, or the Registrar in the case of Registered Covered Bonds at any time during normal business hours of such Paying Agent or the Registrar falling within the notice period, accompanied by a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any Specified Office of any Paying Agent or the Registrar (a "**Put Option Notice**") and in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition 7.

If the Covered Bond is represented by a global Covered Bond or is a Covered Bond in definitive form and held through Euroclear and/or Clearstream, Luxembourg or DTC, to exercise the right to require redemption of this Covered Bond, the Covered Bondholder must, within the notice period, give notice to the Fiscal Agent or the Registrar of such exercise in accordance with the standard procedures of Euroclear and/or Clearstream, Luxembourg or DTC (as the case may be) (which may include notice being given on its instruction by Euroclear and/or Clearstream, Luxembourg or any common depositary for them to the Fiscal Agent by electronic means) in a form acceptable to Euroclear and/or Clearstream, Luxembourg or DTC (as the case may be), from time to time and, if this Covered Bond is represented by a global Covered Bond in bearer form, at the same time present or procure the presentation of the relevant global Covered Bond to the Fiscal Agent for notation accordingly.

If the Covered Bond is a VP Systems Covered Bond, to exercise the right to require redemption of the VP Systems Covered Bonds, the holder of the VP Systems Covered Bonds, must, within the notice period, give notice to the VP Systems Agent of such exercise in accordance with the standard procedures of VP, VPS or Euroclear Sweden (as the case may be) from time to time.

Any Put Option Notice given by any Covered Bondholder shall be irrevocable.

7.5 *Early Redemption Amounts*: For the purpose of Condition 7.2 (*Redemption for Tax Reasons*) above, the relevant Series of Covered Bonds will be redeemed at the Early Redemption Amount as follows:

(i) at their Early Redemption Amount (Tax), together with accrued interest (if any) thereon; or

(ii) in the case of Zero Coupon Covered Bonds, at an amount equal to the sum of (A) the Reference Price; and (B) 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 Covered Bond becomes due and payable; provided that, 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 7.5 or, if none is so specified, a Day Count Fraction of 30E/360; or

(iii) on such other calculation basis as may be specified in the relevant Final Terms or Pricing Supplement.

7.6 *Purchases*: The Issuer, or any of its Subsidiaries may at any time purchase beneficially or procure others to purchase beneficially for its account Covered Bonds (provided that, in the case of definitive Bearer Covered Bonds, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Covered Bonds purchased by or on behalf of the Issuer or any of its Subsidiaries may be held, reissued, resold or surrendered to any Paying Agent for cancellation.

7.7 *Cancellation*: All Covered Bonds which are redeemed will forthwith be cancelled (together with, in the case of definitive Bearer Covered Bonds, all unmatured Coupons attached thereto or surrendered therewith at the time of redemption). The details of all Covered Bonds so cancelled and any Covered Bonds purchased and cancelled pursuant to Condition 7.6 (*Purchases*) (together, in the case of definitive Bearer Covered Bonds, with all unmatured Coupons cancelled therewith) shall be forwarded to the Fiscal Agent and, in the case of VP Systems Covered Bonds, shall be deleted from the records of VP, VPS or Euroclear Sweden (as the case may be) and cannot be reissued or resold.

7.8 *Late payment on Zero Coupon Covered Bonds*: If the amount payable in respect of any Zero Coupon Covered Bond upon redemption of such Zero Coupon Covered Bond pursuant to Conditions 7.1 (*Scheduled Redemption*), 7.2 (*Redemption for Tax Reasons*), 7.3 (*Redemption at the Option of the Issuer (Call Option)*) or 7.4 (*Redemption at the Option of the Covered Bondholders (Put Option)*) above is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Covered Bond shall be the amount calculated as provided in Condition 7.5(ii) above as though the references therein to the date fixed for the redemption were replaced by references to the date which is the earlier of:

(i) the date on which all amounts due in respect of such Zero Coupon Covered Bond have been paid; and

(ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Covered Bonds has been received by the Fiscal Agent or the Registrar and notice to that effect has been given to the Covered Bondholders in accordance with Condition 13 (*Notices*).

8. Taxation

8.1 *Gross up*: All payments of principal and interest in respect of the Covered Bonds and Coupons by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Denmark or any political subdivision or any authority or agency thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Covered Bonds or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Covered Bonds or Coupons, as the case may be, in the absence of such withholding or deduction, except that no such additional amounts shall be payable with respect to any Covered Bond or Coupon:

(i) in respect of any demand made for payment in Denmark; or

(ii) in respect of any demand made for payment by or on behalf of a holder who is liable for such taxes, duties, assessments or governmental charges in respect of such Covered Bond or Coupon by reason of it having some connection with Denmark other than the mere holding of such Covered Bond or Coupon; or

(iii) in respect of any demand made for payment more than thirty days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on making such demand for payment on or before the expiry of such period of thirty days; or

(iv) where such withholding or deduction is required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder or any official interpretations thereof.

As used herein, the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Fiscal Agent or the Registrar or, in the case of VP Systems Covered Bonds, the holders of the VP Systems Covered Bonds, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Covered Bondholders in accordance with Condition 13 (*Notices*).

8.2 *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.

9. Prescription

The Covered Bonds (whether in bearer, registered or uncertificated book entry form) and Coupons will become void unless presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8 (*Taxation*)).

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6.2 (*Presentation of Covered Bonds and Coupons*) or any Talon which would be void pursuant to Condition 6.2 (*Presentation of Covered Bonds and Coupons*).

10. Replacement of Covered Bonds, Coupons and Talons

If any Covered Bond, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Replacement Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Covered Bonds, Coupons or Talons must be surrendered before replacements will be issued.

11. Transfer and Exchange of Registered Covered Bonds

11.1 *Form of Registered Covered Bonds*:

(i) Registered Covered Bonds of each Tranche sold outside the United States in reliance on Regulation S under the United States Securities Act of 1933, as amended (the "**Securities Act**"), will initially be represented by a permanent global Covered Bond in registered form, without interest coupons (the "**Global Reg. S Covered Bond**"),

deposited with a custodian for, and registered in the name of a nominee of, DTC for the accounts of Euroclear and/or Clearstream, Luxembourg. Covered Bonds in definitive form issued in exchange for Global Reg. S Covered Bonds or otherwise sold or transferred in reliance on Regulation S under the Securities Act, together with the Global Reg. S Covered Bonds, are referred to herein as "**Reg. S Covered Bonds**". Beneficial interests in a Global Reg. S Covered Bond may be held only through DTC directly, by a participant in DTC, or indirectly, through a participant in DTC, including Euroclear or Clearstream, Luxembourg.

(ii) Registered Covered Bonds of each Tranche sold in private transactions to QIBs within the meaning of Rule 144A under the Securities Act will initially be represented by a permanent global Covered Bond in registered form, without interest coupons (the "**Global Restricted Covered Bond**" and, together with the Global Reg. S Covered Bond, the "**Global Registered Covered Bonds**"), deposited with a custodian for, and registered in the name of a nominee of, DTC. Covered Bonds in definitive form issued in exchange for Global Restricted Covered Bonds or otherwise sold or transferred in accordance with the requirements of Rule 144A under the Securities Act, together with the Global Restricted Covered Bonds, are referred to herein as "**Restricted Covered Bonds**".

(iii) Registered Covered Bonds in definitive form and Restricted Covered Bonds shall bear the legend set forth in the Global Restricted Covered Bond (the "**Legend**"), such Covered Bonds being referred to herein as "*Legended Covered Bonds*". Upon the transfer, exchange or replacement of Legended Covered Bonds, or upon specific request for removal of the Legend, the Registrar shall (save as provided in Condition 11.6 (*Exchanges and transfers of Registered Covered Bonds*)) deliver only Legended Covered Bonds or refuse to remove such Legend, as the case may be, unless there is delivered to the Issuer and the Registrar such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

Subject as otherwise provided in this Condition 11, Registered Covered Bonds in definitive form may be exchanged or transferred in whole or in part in the authorised denominations for one or more definitive Registered Covered Bonds of like aggregate nominal amount.

11.2 *Exchange of interests in Global Registered Covered Bonds for Registered Covered Bonds in definitive form*: Interests in the Global Reg. S Covered Bond and the Global Restricted Covered Bond will be exchangeable for Registered Covered Bonds in definitive form if:

(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 as being at the option of such holder of Permanent Global Covered Bond, upon such holder's request save that, in relation to Bearer Covered Bonds, this paragraph (ii) shall not apply if the Final Terms specify 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 Covered Bond", then (a) 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

(b) DTC ceases to be a "Clearing Agency" registered under the Securities Exchange Act of 1934 or (c) Euroclear or Clearstream, Luxembourg or DTC, as the case may be, notifies the Issuer that it is unwilling or unable to continue as depositary for such Global Registered Covered Bond.

The Global Reg. S Covered Bonds and the Global Registered Covered Bond will become exchangeable, in whole but not in part and at the option of the Issuer, for Definitive Covered Bonds 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 Covered Bonds which would not be required if the Covered Bonds are in definitive form.

Upon the occurrence of any of the events described above, the Issuer will cause the appropriate Registered Covered Bonds in definitive form to be delivered provided that, notwithstanding the above, no Reg. S Covered Bonds in definitive form will be issued until the expiry of the period that ends forty days after completion of the distribution of each Tranche of Covered Bonds, as certified by the relevant Dealer(s), in the case of a non-syndicated issue, or by the lead manager, in the case of a syndicated issue (the "**Distribution Compliance Period**").

11.3 *Transfers of Global Registered Covered Bonds*: Transfers of a Global Registered Covered Bond shall be limited to transfers of such Global Registered Covered Bond, in whole but not in part, to a nominee of DTC or to a successor of DTC or such successor's nominee.

11.4 *Transfers of interests in Reg. S Covered Bonds*: Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Reg. S Covered Bond to a transferee in the United States will only be made:

(i) upon receipt by the Registrar of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate (a "**Transfer Certificate**"), copies of which are available from the Specified Office of the Registrar, from the transferor of the Covered Bond or beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A; or

(ii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities law of any state of the United States,

and, in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

In the case of Condition 11.4(i), such transferee may take delivery through a Legended Covered Bond in global or definitive form. After expiry of the applicable Distribution Compliance Period: (a) beneficial interests in Reg. S Covered Bonds may be held through DTC directly, by a participant in DTC, or indirectly through a participant in DTC and (b) such certification requirements will no longer apply to such transfers.

11.5 *Transfers of interests in Legended Covered Bonds*: Transfers of Legended Covered Bonds or beneficial interests therein may be made:

(i) to a transferee who takes delivery of such interest through a Reg. S Covered Bond, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that, if such transfer is being made prior to expiry of the applicable Distribution

Compliance Period, the interests in the Covered Bonds being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg; or

(ii) to a transferee who takes delivery of such interest through a Legended Covered Bond where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or

(iii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States,

and in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

Covered Bonds transferred to QIBs pursuant to Rule 144A or outside the United States pursuant to Regulation S will be eligible to be held by such QIBs or non-U.S. investors through DTC and the Registrar will arrange for any Covered Bonds which are the subject of such a transfer to be represented by the appropriate Registered Global Covered Bond, where applicable.

11.6 *Exchanges and transfers of Registered Covered Bonds*:

(i) Registered Covered Bonds may not be exchanged for Bearer Covered Bonds and vice versa. Holders of Registered Covered Bonds in definitive form may exchange such Covered Bonds for interests in a Registered Global Covered Bond of the same type at any time.

(ii) Transfers of beneficial interests in Registered Global Covered Bonds will be effected by DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, and, in turn, by participants and, if appropriate, indirect participants in the relevant clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Covered Bond will be transferable and exchangeable for Covered Bonds in definitive form or for a beneficial interest in another Registered Global Covered Bond only in accordance with the rules and operating procedures for the time being of DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be (the "**Applicable Procedures**").

(iii) Upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Covered Bond in definitive form may be transferred in whole or in part (in the authorised denominations set out in the relevant Final Terms or Pricing Supplement) by the holder or holders surrendering the Registered Covered Bond for registration of the transfer of the Registered Covered Bond (or the relevant part of the Registered Covered Bond) at the Specified Office of the Registrar, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and upon the Registrar as the case may be, after due and careful enquiry, being satisfied with the documents of title and the identity of the person making the request and subject to such reasonable regulations as the Issuer, the Fiscal Agent and the Registrar as the case may be prescribe, including any restrictions imposed by the Issuer on transfers of Registered Covered Bonds originally sold to a U.S. person. Subject as provided above, the Registrar will, within three business days (being for this purpose a day on which banks are open for business in the city where the Specified Office of the Registrar is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations) authenticate and deliver, or procure the authentication and delivery of, at

its Specified Office to the transferee or (at the risk of the transferee) send by mail to such address as the transferee may request, a new Registered Covered Bond in definitive form of a like aggregate nominal amount to the Registered Covered Bond (or the relevant part of the Registered Covered Bond) transferred. In the case of the transfer of part only of a Registered Covered Bond in definitive form, a new Registered Covered Bond in definitive form in respect of the balance of the Registered Covered Bond not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor. Exchanges or transfers by a holder of a Registered Covered Bond in definitive form for an interest in, or to a person who takes delivery of such Covered Bond through, a Registered Global Covered Bond will be made no later than sixty days after the receipt by the Registrar of the Registered Covered Bond in definitive form to be so exchanged or transferred and, if applicable, upon receipt by the Registrar of a written certification from the transferor.

11.7 *Registration of transfer upon partial redemption*: In the event of a partial redemption of Covered Bonds under Condition 7 (*Redemption and Purchase*), the Issuer shall not be required to register the transfer of any Registered Covered Bond, or part of a Registered Covered Bond.

11.8 *Closed Periods*: No Covered Bondholder may require the transfer of a Registered Covered Bond to be registered during the period of thirty days ending on the due date for any payment of principal or interest on that Covered Bond.

11.9 *Costs of exchange or registration*: The costs and expenses of effecting any exchange or registration of transfer pursuant to the foregoing provisions (except for the expenses of delivery by other than regular mail (if any) and, if the Issuer shall so require, for the payment of a sum sufficient to cover any tax or other governmental charge or insurance charges that may be imposed in relation thereto which will be borne by the Covered Bondholder) will be borne by the Issuer.

11.10 *Euroclear, Clearstream Rules*: Covered Bonds that are represented by a global Covered Bond and VP Systems Covered Bonds will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and/or DTC and/or VP, VPS or Euroclear Sweden (as the case may be). References to Euroclear, 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 and the Fiscal Agent.

12. Agents

12.1 *Fiscal Agent, Paying Agents, Registrar and VP Systems Agent*: The names of the initial Fiscal Agent, Registrar, other Paying Agents and VP Systems Agent and their initial Specified Offices are set out in the Agency Agreement or the VP Systems Agreement, as applicable.

12.2 *Variation of Appointment*: The Issuer is entitled to vary or terminate the appointment of any Paying Agent or the Registrar or any VP Systems Agent or any Calculation Agent and/or appoint additional or other Paying Agents or additional or other Registrars, VP Systems Agents or Calculation Agents and/or approve any change in the Specified Office through which any Paying Agent, Registrar, VP Systems Agent or Calculation Agent acts, provided that:

(i) so long as the Covered Bonds are listed on any stock exchange or admitted to listing by any other relevant authority there will at all times be a Paying Agent (which may be the Fiscal Agent), in the case of Bearer Covered Bonds, and the Registrar, in the case of Registered Covered Bonds, with a Specified Office in such place as may be required by the rules and regulations of such stock exchange or other relevant authority;

(ii) there will at all times be a Paying Agent (which may be the Fiscal Agent) with a Specified Office in a city in continental Europe outside Denmark;

(iii) there will at all times be a Fiscal Agent;

(iv) there will at all times be a Registrar with a Specified Office outside the United Kingdom;

(v) in the case of VP Systems Covered Bonds, there will at all times be 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 Covered Bonds so require; and

(vi) in the circumstances described in Condition 6.2.7 (*Payments in New York City*), a Paying Agent having a Specified Office in New York City.

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than thirty nor more than forty-five days' prior notice thereof shall have been given to the Covered Bondholders in accordance with Condition 13 (*Notices*).

12.3 *Agents of the Issuer*: In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Covered Bondholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

13. Notices

13.1 *Bearer Covered Bonds*: Notices to Bearer Covered Bondholders will be deemed to be validly given if published in a leading English language daily newspaper having general circulation in Europe, and, if such Covered Bonds are listed on the Official List of Euronext Dublin and admitted to trading on the regulated market of Euronext Dublin (so long as such Covered Bonds 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 (*https://www.euronext.com/en/markets/dublin*).

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 Covered Bonds 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 Covered Bonds, 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 Covered Bondholders in accordance with this Condition 13 (*Notices*).

Notwithstanding Condition 13 (*Notices*), while all the Covered Bonds are represented by one or more Global Covered Bonds and such Global Covered Bonds are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, notices to Covered Bondholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg 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 Covered Bondholders in accordance with Condition 13 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

13.2 *Registered Covered Bonds*: Notices to Registered Covered Bondholders will 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 Covered Bondholders, 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 Covered Bonds are listed on the Official List and admitted to trading on the regulated market of Euronext Dublin (so long as such Covered Bonds 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 (*https://www.euronext.com/en/markets/dublin*).

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 Covered Bonds are for the time being listed or by which they have been admitted to trading.

Notwithstanding Condition 13 (*Notices*), while all the Covered Bonds are represented by one or more Global Registered Covered Bonds and such Global Registered Covered Bond(s) are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg and/or DTC and/or any other relevant clearing system, notices to Covered Bondholders 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 Covered Bondholders in accordance with Condition 13 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or DTC and/or any other relevant clearing system.

13.3 *VP Systems Covered Bonds*: Notices to VP Systems Covered Bondholders shall be given (i) in accordance with the procedures of VP, VPS or Euroclear Sweden, as the case may be, and (ii) if such VP Systems Covered Bonds are listed on the Official List and admitted to trading on the regulated market of Euronext Dublin (so long as such VP Systems Covered Bonds 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 (*https://www.euronext.com/en/markets/dublin*).

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 VP Systems Covered Bonds are for the time being listed or by which they have been admitted to trading.

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.

14. Meetings of Covered Bondholders

14.1 *Meetings of Covered Bondholders other than VP Systems Covered Bondholders*: This Condition 14.1 is applicable only in relation to Covered Bonds other than VP System Covered Bonds. The Agency Agreement contains provisions (which shall have effect as if incorporated herein) for convening meetings (including by way of conference call or by use of a videoconference platform) of Covered Bondholders of any Series (other than VP Systems Covered Bonds) to consider matters relating to such Series of Covered Bonds, 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 Covered Bonds. Any Extraordinary Resolution duly passed at any such meeting of Covered Bondholders of any Series will be binding on all Covered Bondholders of such Series, whether present or not at the meeting and on all Couponholders relating to Covered Bonds of such Series.

In addition, a resolution in writing signed by or on behalf of all Covered Bondholders who for the time being are entitled to receive notice of a meeting of Covered Bondholders 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 Covered Bondholders.

14.2 *Modification of Covered Bonds other than VP Systems Covered Bonds*: This Condition 14.2 is applicable only in relation to Covered Bonds other than VP Systems Covered Bonds. The Issuer may, with the consent of the Fiscal Agent, amend the Covered Bonds, these Conditions and the Deed of Covenant without the consent of the Covered Bondholders or Couponholders to correct a manifest error. Subject as aforesaid, no other modification may be made to these Conditions or the Deed of Covenant except with the sanction of an Extraordinary Resolution.

14.3 *Meeting of VP Systems Covered Bondholders*: This Condition 14.3 is applicable only in relation to VP Systems Covered Bonds. The Agency Agreement contains provisions (which shall have effect as if incorporated herein) for convening meetings (including by way of conference call or by use of a videoconference platform) of VP Systems Covered Bondholders of any Series to consider matters relating to such Series of VP Systems Covered Bonds, including (without limitation) the modification by Extraordinary Resolution (as defined in the Agency Agreement) of any provision of these Conditions insofar as the same may apply to such VP Systems Covered Bonds. Any Extraordinary Resolution duly passed at any such meeting of VP Systems Covered Bondholders of any Series will be binding on all VP Systems Covered Bondholders of such Series, whether present or not at the meeting. Meetings of VP Systems Covered Bondholders 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.

In addition, a resolution in writing signed by or on behalf of all VP Systems Covered Bondholders who for the time being are entitled to receive notice of a meeting of VP Systems Covered Bondholders 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 VP Systems Covered Bondholders.

14.4 *Modification of VP Systems Covered Bonds*: This Condition 14.4 is applicable only in relation to VP Systems Covered Bonds. The Issuer may amend the Covered Bonds and these Conditions without the consent of the Covered Bondholders to correct a manifest error. Subject as aforesaid, no other modification may be made to these Conditions except as provided below.

In addition, the Covered Bonds and these Conditions may be modified by a resolution in writing signed by or on behalf of all Covered Bondholders or pursuant to a meeting of VP Systems Covered Bondholders in accordance with Condition 14.3 above (*Meeting of VP Systems Covered Bondholders*) above.

15. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Covered Bondholders or Couponholders to create and issue further covered bonds ("**Further Covered Bonds**") having terms and conditions the same as the Covered Bonds or the same in all respects save for the amount, the date of the first payment of interest, if any, thereon and the issue price thereof

so that the same shall be consolidated and form a single Series with the outstanding Covered Bonds.

These Further Covered Bonds, even if they are treated for non-tax purposes as part of the same Series as the original Covered Bonds, in some cases may be treated as a separate Series for U.S. federal income tax purposes. In such a case, the Further Covered Bonds may be considered to have been issued with "original issue discount" ("**OID**") for U.S. federal income tax purposes, even if the original Covered Bonds had no OID, or the Further Covered Bonds may have a greater amount of OID than the original Covered Bonds. These differences may affect the market value of the original Covered Bonds if the Further Covered Bonds are not otherwise distinguishable from the original Covered Bonds.

16. Governing law and Submission to Jurisdiction

16.1 *Governing Law*: The Agency Agreement, the Covered Bonds, the VP Systems Covered Bonds and the Coupons and all non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law except that the provisions of the Covered Bonds under Condition 4 (*Status of the Covered Bonds*), Condition 16.6 (*Acknowledgement of Danish Statutory Cover Pool Powers and Danish Statutory Stay Powers*), as well as registration of the Covered Bonds in VP are governed by, and shall be construed in accordance with, Danish law and regulations. In the case of registration of Covered Bonds in VPS or Euroclear Sweden, these shall be governed by Norwegian and Swedish laws and regulations, respectively.

16.2 *Submission to Jurisdiction*: The Issuer agrees, for the exclusive benefit of the Paying Agents, the Covered Bondholders and the Couponholders that the courts of England are to have jurisdiction to settle any disputes (a "**Dispute**") which may arise out of or in connection with the Agency Agreement, the Covered Bonds and/or the Coupons and that accordingly, any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Agency Agreement, the Covered Bonds and the Coupons may be brought in such courts.

16.3 *Waiver of Objection*: The Issuer hereby irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any such Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and hereby further irrevocably agrees that a judgment in any such Proceedings brought in the courts of England shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

16.4 *No limitation of Rights*: Nothing contained in this Condition shall limit any right to take (i) Proceedings relating to a Dispute against the Issuer in any other court, provided that court would be competent to hear the Proceedings pursuant to Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast), or the 2007 Lugano Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters; and (ii) concurrent Proceedings in any number of jurisdictions identified in this Condition 16 that are competent to hear those Proceedings.

16.5 *Appointment of English Process Agent*: The Issuer appoints Danske Bank A/S at its registered office for the time being at Level 7, Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY (any correspondence to be addressed to the "Legal Department") as its agent for service of process, and undertakes that, in the event of Danske Bank A/S ceasing so to act or ceasing to be registered in England, it will appoint another person approved by the Fiscal Agent as its agent for service of process in England in respect of any Proceedings.

Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

16.6 *Acknowledgement of Danish Statutory Cover Pool Powers and Danish Statutory Stay Powers*: Notwithstanding and to the exclusion of any other term of the Covered Bonds or any other agreements, arrangements or understanding between the Issuer and any Covered Bondholder (which, for the purposes of this Condition 16.6, includes each holder of a beneficial interest in the Covered Bonds), by its acquisition of the Covered Bonds, each Covered Bondholder acknowledges, accepts, consents to and agrees to be bound by:

(i) the effect of any Danish Statutory Cover Pool Powers exercised by an Administrator;

(ii) the variation of the terms of the Covered Bonds, as deemed necessary by an Administrator, to give effect to the exercise of any Danish Statutory Cover Pool Powers; and

(iii) the effect of any Danish Statutory Stay Powers exercised by the FS.

Upon the Issuer being informed and notified by the Administrator or the FS, as the case may be, of the actual exercise of any Danish Statutory Cover Pool Powers or Danish Statutory Stay Powers (as applicable) with respect to the Covered Bonds, the Issuer shall notify the Covered Bondholders without delay in accordance with Condition 13 (*Notices*). Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Danish Statutory Cover Pool Powers or Danish Statutory Stay Powers (as applicable) nor the effects on the Covered Bonds described in this Condition 16.6.

In respect of this Condition 16.6, reference is also made to the role and powers of the administrator as more fully described in the risk factor in this Base Prospectus entitled "Role and Powers of the administrator".

17. Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any Term or Condition of the Covered Bonds under the Contracts (Rights of Third Parties) Act 1999.

PRO FORMA FINAL TERMS

Pro Forma Final Terms for an issue of Covered Bonds other than Exempt Covered Bonds by Danske Bank A/S under the EUR 30,000,000,000 Global Covered Bond 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 Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended) ("**MiFID II**"); and (ii) all channels for distribution of the Covered Bonds 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 Covered Bonds (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 Covered Bonds (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MiFIR product governance / Professional investors and eligible counterparties only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); and (ii) all channels for distribution of the Covered Bonds 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 Covered Bonds (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Covered Bonds (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 Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended) ("**MiFID II**"); *EITHER* [(ii) all channels for distribution of the Covered Bonds are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] OR [(ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Covered Bonds 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 Covered Bonds (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 Covered Bonds (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 RETAIL INVESTORS – The Covered Bonds 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. For these purposes, a "**retail investor**" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation (as defined below). Consequently no key information document required by Regulation (EU) No. 1286/2014 (as amended) (the "**PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the European Economic Area has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the European Economic Area may be unlawful under the PRIIPs Regulation.]

[PROHIBITION OF SALES TO UNITED KINGDOM RETAIL INVESTORS – The Covered Bonds are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom. For these purposes, a "**retail investor**" means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the [EUWA][European Union (Withdrawal) Act 2018 ("**EUWA**")]; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Covered Bonds or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering, selling or distributing the Covered Bonds or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024, as applicable.]

[Amounts payable under the Covered Bonds will be calculated by reference to [EURIBOR / CIBOR / CITA / STIBOR / NIBOR / SONIA/ SOFR] 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, [EURIBOR / CIBOR / CITA / STIBOR / NIBOR / SONIA/ SOFR] [does not fall within the scope of Regulation (EU) 2016/1011 (as amended) (the "**Benchmarks Regulation**") by virtue of Article 2 of that regulation/the transitional provisions in Article 51 of the Benchmarks Regulation 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 30,000,000,000

Global Covered Bond Programme

Issue of

[*Aggregate Nominal Amount of Tranche*] [*Title of Covered Bonds*]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the "**Conditions**") set forth in the Base Prospectus dated 12 November 2026 [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 Covered Bonds 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 *https://www.euronext.com/en/markets/dublin* for a period of 12 months following the date of the Base Prospectus [(dated [●] November 2026)]. The Final Terms are available for viewing at the website of Euronext Dublin at *https://www.euronext.com/en/markets/dublin*.

[*The following alternative language applies if the first Tranche of an issue of Covered Bonds 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 Standard Terms and Conditions (the "**Conditions**") set forth in the Base Prospectus dated [19 December 2008/11 November 2009/ 11 November 2010/11 November 2011/22 November 2012/12 December 2013/18 November 2014/6 November 2015/3 November 2016/7 November 2017/8 November 2018/8 November 2019/9 November 2020/9 November 2021/9 November 2022/10 November 2023/8 November 2024/7 November 2025], which are incorporated in the Base Prospectus dated [12 November 2026] [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 Covered Bonds 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 *https://www.euronext.com/en/markets/dublin* for a period of 12 months following the date of the [Current] Base Prospectus [(dated [12 November 2026])]. The Final Terms are available for viewing at the website of Euronext Dublin at *https://www.euronext.com/en/markets/dublin*.]

[*Include whichever of the following apply or specify as "Not Applicable". 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 triggers the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.]

1.	(i)	Series Number:	[● – [C/D/I]]
	(ii)	Relevant Issuer Cover Pool:	[Category C /Category D /Category I (delete as applicable)]
	(iii)	Tranche Number:	[●]

	(iv)	Date on which the Covered Bonds will be consolidated and form a single Series:	[Not Applicable]/[The Covered Bonds will be consolidated and form a single Series with [*identify earlier Tranche(s)*] on [the Issue Date/exchange of the Temporary Global Covered Bond for interests in the Permanent Global Covered Bond, as referred to in paragraph [●] below, which is expected to occur on or about [*date*].]
2.	Specified Currency or Currencies:		[●]
3.	Aggregate Nominal Amount:		[[●]]
	(i)	[[Series:]	[●]
	(ii)	Tranche:	[●]][1]
4.	Issue Price:		[●] per cent. of the Aggregate Nominal Amount [(*plus* [*amount*] accrued interest from [*insert date*] (*if applicable*)]
5.	(i)	Specified Denomination(s):	[●] [and integral multiples of [EUR 1,000] in excess thereof up to and including [EUR 199,000]. [No Definitive Covered Bonds will be issued with a denomination above [EUR 199,000].]]
	(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.*)
6.	(i)	Issue Date:	[●]
	(ii)	Interest Commencement Date:	[●]
7.	[(i)]	Maturity Date:	[*specify date*][, subject to adjustment in accordance with the Business Day Convention][*(NB: include adjustment wording for Floating Rate Covered Bonds)*]
	[(ii)	Extended Maturity Date:]	(*If tapping an issuance from prior to 8 July 2022 where an Extended Maturity Date is specified in the relevant Final Terms in respect of the relevant Series, also specify the Extended Maturity Date and complete any applicable sections regarding interest etc. accordingly*) The

[1] Only need subsections if issue is an increase.

		Extended Maturity Date is [*specify date*][, subject to adjustment in accordance with the Business Day Convention][*(NB: include adjustment wording for Floating Rate Covered Bonds)*]
8.	Interest Basis:	[[●] per cent. Fixed Rate] [[SONIA/ SOFR][●] month [EURIBOR / CIBOR / CITA / STIBOR / NIBOR] Floating Rate specified in paragraph 13 (vii) [plus/minus] the relevant Margin specified in paragraph 13 (x)] [Zero Coupon] (further particulars specified below at paragraph [12] [13] [14])
9.	Redemption Basis:	Subject to any purchase and cancellation or early redemption and subject as provided in the Conditions, the Covered Bonds will be redeemed on the Maturity Date at [100.00/[●]] per cent. of their nominal amount.
10.	Change of Interest Basis:	[Not Applicable/*cross refer to paragraph 8 above or paragraphs 12 and 13 below]*
11.	Put/Call Options:	[Call Option/Put Option/Not Applicable] [(see paragraphs 15 and 16 below)]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

12.	**Fixed Rate Covered Bond Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs 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)] for Covered Bonds in definitive form:	[●] per Calculation Amount
	(iv)	Broken Amount(s) for Covered Bonds in definitive form:	[Not Applicable]/[[●] per Calculation Amount payable on [●]] (*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[s]*)
	(v)	Day Count Fraction:	[30/360 / Actual/Actual ([ICMA]/[ISDA])]

13.	**Floating Rate Covered Bond Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs 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 Date(s):	[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 subparagraphs of this paragraph*)
		– Term Rate:	[Applicable/Not Applicable]
		– Overnight Rate:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph. If using Screen Rate Determination, either Term Rate or Overnight Rate has to be Applicable*)

•	Index Determination:	[Applicable/Not Applicable] (*If 'Index Determination' is 'Applicable', insert number of days (expected to be five or greater) as the Relevant Number, and the other bullets under this paragraph should be specified as 'Not Applicable'.*) (*If 'Index Determination' is 'Not Applicable', delete 'Relevant Number' and complete the other bullets under this paragraph*.)
•	Relevant Number:	[[2 / [ ]] [[London Business Days]/[United States Government Securities Business Days]]/[Not Applicable]
•	Observation Method:	[Lag/Lock-out/Observation Shift/Not Applicable] (*N.B. Lock-out is only applicable where the Reference Rate is SOFR*)
•	Lag Look-back Period:	[2/[ ] Relevant Business Days][Not Applicable]
•	Observation Shift Period:	[2/[ ] Relevant Business Days][Not Applicable]
•	D:	[365/360/[ ]] days
–	Reference Rate:	[SONIA / SOFR / EURIBOR / CIBOR / CITA / STIBOR / NIBOR]
–	Interest Determination Date(s):	[●]
–	Relevant Screen Page:	[●]
–	Relevant Time:	[●] in the Relevant Financial Centre
–	Relevant Financial Centre:	[London/Brussels/Stockholm/Oslo/Copenhagen]
–	Reference Banks:	[●]
–	Reference Rate Replacement – Independent Adviser:	[Applicable/Not Applicable] (*N.B. will not be applicable if Reference Rate Replacement – ARRC is specified to be applicable below*)

	–	Reference Rate Replacement – ARRC:	[Applicable/Not Applicable] *(N.B. only applicable where the Reference Rate is SOFR)*
		• ISDA Definitions:	[2006 ISDA Definitions]/[2021 ISDA Definitions] (*N.B. To be specified if "Reference Rate Replacement – ARRC" is specified as "Applicable"*)
(viii)	ISDA Determination:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	–	ISDA Definitions:	[2006 ISDA Definitions]/[2021 ISDA Definitions]
	–	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 5.2.6 (*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:		[●]
14.	**Zero Coupon Covered Bond Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
(i)	Accrual Yield:		[●] per cent. per annum
(ii)	Reference Price:		[●]

PROVISIONS RELATING TO REDEMPTION

15.	**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) of each Covered Bond: [●] per Calculation Amount

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

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

(a) Minimum Redemption Amount: [●]

(b) Maximum Redemption Amount: [●]

(iv) Notice periods: [Minimum period: [5] days

Maximum period: [30] 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*)

16. **Put Option** [Applicable/Not Applicable]

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

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

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

(iii) Notice periods: [Minimum period: [5] days

Maximum period: [30] 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 put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent)
17.	**Final Redemption Amount**	[Outstanding Principal Amount/[●] per Calculation Amount]
18.	**Early Redemption Amount [(Tax)] or Early Termination Amount**	
	Early Redemption Amount [(Tax)] or Early Termination Amount or other early redemption:	[As set out in the Conditions]

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

19.	Form of Covered Bonds:	[Bearer Covered Bonds] [Initially represented by a [Temporary/Permanent] Global Covered Bond.] [*Specify. If nothing is specified and these Final Terms do not specify that TEFRA C Rules apply, the Covered Bonds will be represented initially by a Temporary Global Covered Bond. If these Final Terms specify that TEFRA C Rules apply, the Covered Bonds will be represented by a Permanent Global Covered Bond*] [Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Definitive Covered Bonds on [●] days' notice/at any time/in the limited circumstances described in the Permanent Global Covered Bond.] [Temporary Global Covered Bond exchangeable for Definitive Covered Bonds on [●] days' notice/at any time/in the limited circumstances described in the Temporary Global Covered Bond.] [Permanent Global Covered Bonds exchangeable for Definitive Covered Bonds on [●] days' notice/at any time/in the limited circumstances described in the Permanent Global Covered Bond.] [Global Registered Covered Bond [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 Covered Bonds on [●] days' notice/at

		any time/in the limited circumstances described in the Global Registered Covered Bond.] (*N.B. In the case of Bearer Covered Bonds, 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 Covered Bonds in paragraph 5 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]]."*) [VP Systems Covered Bonds issued in uncertificated and dematerialised book entry form. See further item [5] of Part B below.]
20.	If issued as Registered Covered Bonds, Registrar:	[Not Applicable/*Name and Specified Office*]
21.	New Global Covered Bond Form/New Safe-keeping Structure:	[New Global Covered Bond Form/New Safe-keeping Structure/Not Applicable]
22.	Applicable Financial Centre(s):	[*Give details. See definition of Payment Business Day in the Conditions. Note that this item relates to the date and place of payment, and not to Interest Payment Dates*]
23.	Talons for future Coupons to be attached to Definitive Covered Bonds (and dates on which such Talons mature):	[Yes/No. *If yes, give details*]

[[*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 as Principal Registrar]][*Not applicable for VP Systems Covered Bonds*]

PART B - OTHER INFORMATION

1. Listing and Admission to Trading

(i)	Listing:	[The Official List of Euronext Dublin/ Nasdaq Copenhagen A/S/ Oslo Børs/ Nasdaq Stockholm AB]
(ii)	Admission to trading:	[Application has been made for the Covered Bonds to be admitted to trading on [Euronext Dublin's/ Nasdaq Copenhagen A/S's/ Oslo Børs's/ Nasdaq Stockholm AB's] 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 Covered Bonds to be issued [[have been]/[are expected to be]] rated [*insert details*] 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 Covered Bonds 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 Covered Bonds has an interest material to the offer.]

[4.] [**Fixed Rate Covered Bonds 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/Securities Identification Number]:	[●]
Common Code:	[●]
CFI:	[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
FISN:	[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
New Global Covered Bond/Global Registered Covered Bond intended to be held in a manner which would allow Eurosystem eligibility:	[Not Applicable] [Yes. Note that the designation "Yes" simply means that the Covered Bonds 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 Covered Bonds*] and does not necessarily mean that the Covered Bonds 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 Covered Bonds 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 Covered Bonds 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 Covered Bonds are capable of meeting them, the Covered Bonds 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 Covered Bonds*]. Note that this does not necessarily mean that the Covered Bonds 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, Clearstream Banking S.A. or The Depository Trust Corporation and the relevant identification number(s):	[Not Applicable/VP/VPS/Euroclear Sweden/*give name(s)*][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 Covered Bonds] (*delete as applicable*)
Settlement Procedures:	[Specify whether customary covered bond/other settlement and payment procedures apply]
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any):	[●]

[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)	Stabilisation 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 (ie. TEFRA D Rules apply) or TEFRA C Rules apply or whether TEFRA Rules are not applicable.*)
(vii)	Prohibition of Sales to European Economic Area Retail Investors:	[Applicable/Not Applicable] (*If the Covered Bonds clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Covered Bonds may constitute "packaged" products, "Applicable" should be specified.*)
(viii)	Prohibition of Sales to United Kingdom Retail Investors:	[Applicable/Not Applicable] (*If the Covered Bonds clearly do not constitute consumer composite investments under the CCI regime, "Not Applicable" should be specified. If the Covered Bonds may constitute consumer composite investments, "Applicable" should be specified.*)

[7.] **Reasons for the offer**

Use of Proceeds:	[General Business Purposes] [Green Covered Bonds] [●] (*See "Use of Proceeds" wording in the [Current] Base Prospectus – if reasons for the offer are different from general business purposes and/or Green Covered Bonds 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 Covered Bonds by Danske Bank A/S under the EUR 30,000,000,000 Global Covered Bond Programme.

The Pricing Supplement in respect of each Tranche or, as the case may be, Series of Exempt Covered Bonds will be substantially in the following form, duly completed to reflect the particular terms of the relevant Covered Bonds and their issue. Text in this section appearing in italics does not form part of the form of the Pricing Supplement but denotes directions for completing the Pricing Supplement.

[**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 Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended) ("**MiFID II**"); and (ii) all channels for distribution of the Covered Bonds 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 Covered Bonds (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 Covered Bonds (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MiFIR product governance / Professional investors and eligible counterparties only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); and (ii) all channels for distribution of the Covered Bonds 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 Covered Bonds (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Covered Bonds (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 Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended) ("**MiFID II**"); *EITHER* [(ii) all channels for distribution of the Covered Bonds are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] OR [(ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Covered Bonds 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 Covered Bonds (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 Covered Bonds (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 RETAIL INVESTORS – The Covered Bonds 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. For these purposes, a "**retail investor**" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation (as defined below). Consequently no key information document required by Regulation (EU) No. 1286/2014 (as amended) (the "**PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the European Economic Area has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the European Economic Area may be unlawful under the PRIIPs Regulation.]

[PROHIBITION OF SALES TO UNITED KINGDOM RETAIL INVESTORS – The Covered Bonds are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom. For these purposes, a "**retail investor**" means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the [European Union (Withdrawal) Act 2018 ("**EUWA**")][EUWA]; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Covered Bonds or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering, selling or distributing the Covered Bonds or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024, as applicable.]

PRICING SUPPLEMENT DATED [●]

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH THE PROSPECTUS REGULATION (AS DEFINED BELOW) FOR THIS ISSUE OF COVERED BONDS.

Series No. [●] [Tranche No. [●]]

DANSKE BANK A/S

EUR 30,000,000,000

Global Covered Bond Programme

Issue of

[*Aggregate Nominal Amount of* [*Tranche/Series*]] [*Title of Covered Bonds*]

PART A – CONTRACTUAL TERMS

Any person making or intending to make an offer of Covered Bonds 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 Covered Bonds (the "**Conditions**") set forth in the Base Prospectus dated 12 November 2026 [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 Covered Bonds 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 *https://www.euronext.com/en/markets/dublin* for a period of 12 months following the date of the Base Prospectus [(dated 12 November 2026)].

[*The following alternative language applies if the first Tranche of an issue of Covered Bonds 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 Covered Bonds (the "**Conditions**") set forth in the Base Prospectus dated [*original date*], which are incorporated in the Base Prospectus dated [12 November 2026] [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 Covered Bonds 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 *https://www.euronext.com/en/markets/dublin* for a period of 12 months following the date of the [Current] Base Prospectus [(dated 12 November 2026)].]

[*Include whichever of the following apply or specify as "Not Applicable". 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 Pricing Supplement.*]

1.	(i)	Series Number:	[● [C/D/I]]
	(ii)	Relevant Issuer Cover Pool:	[Category C /Category D /Category I (delete as applicable)]
	(iii)	Tranche Number:	[[●]/Not Applicable]
	(iv)	Date on which the Covered Bonds will be consolidated and form a single Series:	[Not Applicable] /[The Covered Bonds will be consolidated and form a single series with [*identify earlier Tranche(s)*] on [the Issue Date]]
2.	Specified Currency or Currencies:		[●]
3.	Aggregate Nominal Amount:		[[●]]
	(i)	[[Series:]	[●]
	(ii)	Tranche:	[●]]

4.	Issue Price:		[●] per cent. of the Aggregate Nominal Amount [*plus [amount*] accrued interest from [*insert date*] (*if applicable*)]
5.	(i)	Specified Denomination(s):	[●]
	(ii)	Calculation Amount:	[●]
6.	(i)	Issue Date:	[●]
	(ii)	Interest Commencement Date:	[●]
7.	[(i)]	Maturity Date:	[*specify date*][, subject to adjustment in accordance with the Business Day Convention][*(NB: include adjustment wording for Floating Rate Covered Bonds)*]
	[(ii)	Extended Maturity Date:]	(*If tapping an issuance from prior to 8 July 2022 where an Extended Maturity Date is specified in the relevant Final Terms in respect of the relevant Series, also specify the Extended Maturity Date and complete any applicable sections regarding interest etc. accordingly*) The Extended Maturity Date is [*specify date*][, subject to adjustment in accordance with the Business Day Convention][*(NB: include adjustment wording for Floating Rate Covered Bonds)*]
8.	Interest Basis:		[[●] per cent. Fixed Rate] [[SONIA/ SOFR][●] month [EURIBOR / CIBOR / CITA / STIBOR / NIBOR] / [●] Floating Rate specified in paragraph 13 (vii) [plus/minus] the relevant Margin specified in paragraph 13 (x)] [Zero Coupon] (further particulars specified below)
9.	Redemption Basis:		Subject to any purchase and cancellation or early redemption and subject as provided in the Conditions, the Covered Bonds will be redeemed on the Maturity Date at 100.00 per cent. of their nominal amount.
10.	Change of Interest Basis:		[*Not Applicable/or specify details of any provision for convertibility of Covered Bonds into another interest basis or cross refer to paragraph 8 above or paragraphs 12 and 13 below if details are included there*]
11.	Put/Call Options:		[Call Option/Put Option/Not Applicable]

[(see paragraphs 15 and 16 below)]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

12.	**Fixed Rate Covered Bond Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs 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)] for Covered Bonds in definitive form:	[●] per Calculation Amount
	(iv)	Broken Amount(s) for Covered Bonds in definitive form:	[Not Applicable]/[[●] per Calculation Amount payable on [●]] (*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[s]*)
	(v)	Day Count Fraction:	[30/360 / Actual/Actual ([ICMA]/[ISDA])]
13.	**Floating Rate Covered Bond Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(i)	Specified Period:	[●] (*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 Date(s):	[●] (*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 subparagraphs of this paragraph*)
	– Term Rate:	[Applicable/Not Applicable]
	– Overnight Rate:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph. If using Screen Rate Determination, either Term Rate or Overnight Rate has to be Applicable*)
	• Index Determination:	[Applicable/Not Applicable] (*If 'Index Determination' is 'Applicable', insert number of days (expected to be five or greater) as the Relevant Number, and the other bullets under this paragraph should be specified as 'Not Applicable'.*) (*If 'Index Determination' is 'Not Applicable', delete 'Relevant Number' and complete the other bullets under this paragraph*.)
	• Relevant Number:	[[2 / [ ]] [[London Business Days]/[United States Government Securities Business Days]]/[Not Applicable]
	• Observation Method:	[Lag/Lock-out/Observation Shift/Not Applicable] (*N.B. Lock-out is only applicable where the Reference Rate is SOFR*)
	• Lag Look-back Period:	[2/[ ] Relevant Business Days][Not Applicable]
	• Observation Shift Period:	[2/[ ] Relevant Business Days][Not Applicable]

	• D:	[365/360/[ ]] days
–	Reference Rate:	[●]
–	Interest Determination Date(s):	[●]
–	Relevant Screen Page:	[●]
–	Relevant Time:	[●] in the Relevant Financial Centre
–	Relevant Financial Centre:	[●]
–	Reference Banks	[●]
–	Reference Rate Replacement – Independent Adviser:	[Applicable/Not Applicable] (*N.B. will not be applicable if Reference Rate Replacement – ARRC is specified to be applicable below*)
–	Reference Rate Replacement – ARRC:	[Applicable/Not Applicable] *(N.B. only applicable where the Reference Rate is SOFR)*
	• ISDA Definitions:	[2006 ISDA Definitions]/[2021 ISDA Definitions] (*N.B. To be specified if "Reference Rate Replacement – ARRC" is specified as "Applicable"*)
(viii)	ISDA Determination:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
–	ISDA Definitions:	[2006 ISDA Definitions]/[2021 ISDA Definitions]
–	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 5.2.6 (*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:	[●]
14.	**Zero Coupon Covered Bond Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(i)	Accrual Yield:	[●] per cent. per annum
	(ii)	Reference Price:	[●]

PROVISIONS RELATING TO REDEMPTION

15.	**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) of each Covered Bond and method, if any, of calculation of such amount(s):	[●] per Calculation Amount
	(iii)	If redeemable in part:	
		(a) Minimum Redemption Amount:	[●]
		(b) Maximum Redemption Amount:	[●]
	(iv)	Notice periods:	[Minimum period: [5] days Maximum period: [30] 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)
16.	**Put Option**		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(i)	Optional Redemption Date(s) (Put):	[●]
	(ii)	Optional Redemption Amount (Put):	[●] per Calculation Amount
	(iii)	Notice periods:	[Minimum period: [5] days Maximum period: [30] 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 put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent*)
17.	**Final Redemption Amount**		[Outstanding Principal Amount/[●] per Calculation Amount]
18.	**Early Redemption Amount [(Tax)] or Early Termination Amount**		
	Early Redemption Amount [(Tax)] or Early Termination Amount or other early redemption:		[As set out in the Conditions]

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

19.	Form of Covered Bonds:	[Bearer Covered Bonds] [Initially represented by a [Temporary/Permanent] Global Covered Bond.] [Specify. If nothing is specified and these Final Terms do not specify that TEFRA C Rules apply, the Covered Bonds will be represented initially by a Temporary Global Covered Bond. If these Final Terms specify that TEFRA C Rules apply, the Covered Bonds will be represented by a Permanent Global Covered Bond] [Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Definitive Covered Bonds on [●] days' notice/at any time/in the limited

		circumstances described in the Permanent Global Covered Bond.] [Temporary Global Covered Bond exchangeable for Definitive Covered Bonds on [●] days' notice/at any time/in the limited circumstances described in the Temporary Global Covered Bond.] [Permanent Global Covered Bonds exchangeable for Definitive Covered Bonds on [●] days' notice/at any time/in the limited circumstances described in the Permanent Global Covered Bond.] [Global Registered Covered Bond [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 Covered Bonds on [●] days' notice/at any time/in the limited circumstances described in the Global Registered Covered Bond.] (*N.B. In the case of Bearer Covered Bonds, 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 Covered Bonds in paragraph 5 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]]."*) [VP Systems Covered Bonds issued in uncertificated and dematerialised book entry form. See further item [2] of Part B below.]
20.	If issued as Registered Covered Bonds, Registrar:	[*Name and Specified Office*]
21.	[New Global Covered Bond Form/New Safe-keeping Structure]:	[New Global Covered Bond Form/New Safe-keeping Structure/Not Applicable] [*Will likely be not applicable for all Exempt Covered Bonds.*]
22.	Applicable Financial Centre(s) or other special provisions relating to Payment Business Day:	[*Give details. See definition of Payment Business Day in the Conditions. Note that this item relates to the date and place of payment, and not to Interest Payment Dates*]
23.	Talons for future Coupons to be attached to Definitive Covered Bonds (and dates on which such Talons mature):	[Yes/No. *If yes, give details*]

24. Other final terms: [Not Applicable/*give details*]

[[*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 as Principal Registrar]][*Not applicable for VP Systems Covered Bonds*]

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 Covered Bonds to be admitted to trading on [*specify*] with effect from [●]/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 Covered Bonds to be issued [[have been]/[are expected to be]] rated [*insert details*] 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 Covered Bonds 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.]	**Operational Information:**		
	[ISIN Code/Securities Identification Number]:		[[●]/Not Applicable]
	Common Code:		[[●]/Not Applicable]
	CFI:		[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

FISN:	[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
Intended to be held in a manner which would allow Eurosystem eligibility:	[Not Applicable][1] [Yes. Note that the designation "Yes" simply means that the Covered Bonds 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 Covered Bonds*] and does not necessarily mean that the Covered Bonds 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 Covered Bonds 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 Covered Bonds 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 Covered Bonds are capable of meeting them the Covered Bonds 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 Covered Bonds*]. Note that this does not necessarily mean that the Covered Bonds will then be recognised as eligible collateral for Eurosystem monetary policy and

[1] Section will likely not be applicable for most Exempt Covered Bonds.

	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. or the Depository Trust Corporation and the relevant identification number(s):	[Not Applicable/VP/ VPS/Euroclear Sweden/*give name(s)*][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 Covered Bonds] (*delete as appropriate*)
Settlement Procedures:	[Specify whether customary covered bond/other settlement and payment procedures apply]
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any):	[●]

[4.] **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)	Stabilisation 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 (ie. TEFRA D Rules apply) or TEFRA C Rules apply or whether TEFRA Rules are not applicable.*)
(vii)	Prohibition of Sales to European Economic Area Retail Investors:	[Applicable/Not Applicable] (*If the Covered Bonds clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the offer of the Covered Bonds may constitute "packaged" products, "Applicable" should be specified.*)

(viii)	Prohibition of Sales to United Kingdom Retail Investors:	[Applicable/Not Applicable] (*If the Covered Bonds clearly do not constitute consumer composite investments under the CCI regime, "Not Applicable" should be specified. If the Covered Bonds may constitute consumer composite investments, "Applicable" should be specified.*)

[5.] **Reasons for the offer**

Use of Proceeds:	[General Business Purposes] [Green Covered Bonds] [●] (*See "Use of Proceeds" wording in the [Current] Base Prospectus – if reasons for the offer are different from general business purposes and/or Green Covered Bonds, will need to include those reasons here.*)

USE OF PROCEEDS

An amount equal to the net proceeds from each issue of Covered Bonds will, unless otherwise specified in the relevant Final Terms or 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; and/or

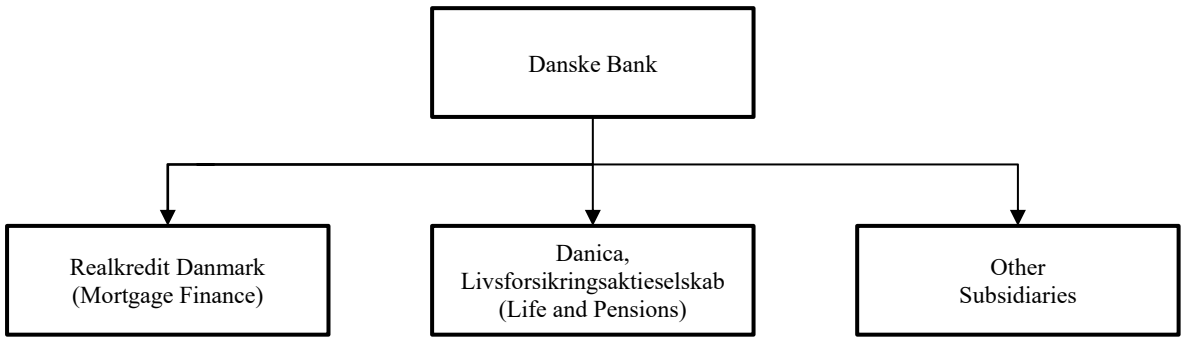
(b) where "Green Covered Bonds" is specified in the relevant Final Terms or Pricing Supplement, to finance or re-finance, in whole or in part, Green Loans located predominantly in the Nordic region and originated by the Issuer that promote the transition to low-carbon, climate resilient and sustainable economies, in each case as determined by the Issuer in accordance with the Green Loan categories set out in the Issuer's Green Finance Framework available on the Issuer's website (*https://danskebank.com/investor-relations/debt/green-bonds*) and in effect at the time of issuance of the Green Covered Bonds.

For the purposes of this section:

"**Green Loans**" are loans and investments within the Green Loan categories set out in the Issuer's Green Finance Framework, which include: clean transportation; renewable energy; energy and emission efficient products, solutions and manufacturing; green buildings; environmentally sustainable management of living natural resources and land use; climate change adaption; sustainable water and wastewater management, and pollution prevention and control.

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 31 December 2025, and one of the largest in the Nordic region measured by total assets as at 31 December 2025. 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 smaller shares of the market in Sweden and Norway. As at 31 December 2025, the Group's total assets amounted to DKK 3,754 billion (EUR 502.6 billion)[1] and the Group employed 20,026 full-time equivalent employees. As at the same date, the Group had approximately 2.9 million customers and approximately 2.2 million customers used the Group's online services. The Group had 128 branches as at 31 December 2025.

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. 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 other European countries including branch offices in Poland, the U.K. and Ireland. Danske Bank has closed all remaining banking activities in Estonia, Latvia, Lithuania and Russia. The Group conducts broker-dealer activities in the United States.

The registered office of the Issuer is at Bernstorffsgade 40, DK-1577 Copenhagen V, 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.

[1] Unless specified, DKK amounts are converted into EUR at FX rate = 7.4689 DKK per EUR.

Organisational structure and Business Units

Personal Customers

The Personal Customers business unit provides advisory services to personal customers and Private Banking customers in Denmark, Sweden and Finland. Customised advice is offered to customers when they need to make important financial decisions about, for example, their home, investments or pension, based on their current situation and needs. As at 31 December 2025, the Personal Customers business unit had 3,897 full-time equivalent employees.

Business Customers

The Business Customers business unit offers customers advice that adds value to their business, no matter whether the customer is a sole proprietor or an entity in a multinational group. The business unit offers strategic advisory services in connection with, for example, growth, an acquisition, a change of ownership, strategic development or international expansion. The business unit's customers have access to the market's digital solutions that make day-to-day banking easy, and pave the way for new insights and opportunities. As at 31 December 2025, the Business Customers business unit had 1,770 full-time equivalent employees.

Large Corporates & Institutions

The Large Corporates & Institutions business unit serves large corporates and institutional customers with their complex financing and transaction needs. Expertise is offered on financing, risk management, investments, financial advisory services and transaction banking solutions. In addition, the business unit serves as an intermediary between issuers and investors in order to create financing and investment opportunities. The business unit's core market is in Denmark, Sweden, Norway and Finland, however it also acts as a bridge to the world for Nordic customers as well as a gateway into the Nordics for international customers. As at 31 December 2025, the Large Corporates & Institutions business unit had 2,180 full-time equivalent employees.

Shareholders' equity

The Issuer's shareholders' equity was DKK 181.2 billion (EUR 24.3 billion)[2] as at the end of 2025, as against total equity at 1 January 2025 of DKK 174.6 billion (EUR 23.4 billion)[3].

At year-end 2025, the Issuer's authorised and issued share capital totalled DKK 8,349,951,250 (EUR 1.118 billion) based on 834,995,125 shares of DKK 10 (EUR 1.34) each. The Issuer's shares are listed on Nasdaq Copenhagen A/S. At the Issuer's Annual General Meeting on 26 March 2026, shareholders approved a reduction of the Issuer's share capital by nominally DKK 191,796,230 (EUR 25,668,660)[4] (from nominally DKK 8,349,951,250 (EUR 1,117,498,829) to nominally DKK 8,158,155,020 (EUR 1,091,830,169)) by cancelling a portion of the Issuer's treasury shares.

The cancelled shares were repurchased under the Issuer's share buy-back programme conducted from 10 February 2025 to 30 January 2026 at a total purchase price of DKK 4,999,990,647 (EUR 669,163,630). In addition to the nominal amount of the capital reduction, DKK 4,808,194,417 (EUR 643,494,970) was thereby distributed to shareholders. The capital reduction was effected at a price of DKK 260.69 (EUR 34.89) (rounded) per share of nominally DKK 10 (EUR 1.34), representing the average purchase price.

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2 FX rate at 31 December 2025 = 7.4689 DKK per EUR.
3 FX rate at 1 January 2025 = 7.4600 DKK per EUR.
4 FX rate at 26 March 2026 = 7.4720 DKK per EUR.

At year-end 2025, the Issuer had approximately 250,000 registered 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.

At year-end 2025, one shareholder group had notified the Issuer of holding 5 per cent. or more of the Issuer's share capital and voting rights. The A.P. Møller-Holding Group holds about 21 per cent. of the share capital and the voting rights of the Issuer.

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 2025, the capital base of the Group amounted to DKK 171.7 billion (EUR 23.0 billion), the total capital ratio for the Group was 20.9 per cent., with a common equity tier 1 capital ratio of 17.3 per cent. and a tier 1 capital ratio of 18.2 per cent. At 31 December 2024, the total capital ratio for the Issuer was 22.4 per cent. with a CET1 ratio of 17.8 per cent. and a tier 1 capital ratio of 19.1 per cent.

At the end of 2025, the Group's REA amounted to DKK 822 billion (EUR 110.1 billion), against DKK 815 billion (EUR 109.2 billion)[5] at the end of 2024. The increase in REA is mainly driven by an increase in the REA for operational risk of DKK 15.8 billion (EUR 2.1 billion). The increase was partially offset by a decrease in the REA for credit risk of DKK 2.4 billion (EUR 0.3 billion) and counterparty credit risk REA of DKK 5.2 billion (EUR 0.7 billion).

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. 2025	31 Dec. 2024
Total capital ratio	20.9	22.4
Tier 1 capital ratio	18.2	19.1
Common equity tier 1 capital ratio, excluding hybrid core capital	17.3	17.8

Note: The ratios are calculated in accordance with the Danish Financial Business Act.
Source: Annual Report 2025.

[5] FX rate at 31 December 2024 = 7.4600 DKK per EUR.

Danske Bank Group	(DKKm)		(EURm)	
	31 Dec. 2025	31 Dec. 2024	31 Dec. 2025	31 Dec. 2024
Risk exposure amount	822,078	814,706	110,067	109,210
Additional tier 1 capital instruments	7,569	10,360	1,013	1,389
Tier 2 capital instruments	22,003	26,570	2,946	3,562
Exchange Rate (DKK/EUR)			7.4689	7.4600

Source: (DKK amounts) Annual Report 2025.

At the end of December 2025, the Group's solvency need was 11.4 per cent., an increase of 0.2 percentage points from the level at the end of 2024. As of 31 December 2025, the Group's total capital ratio was 20.9 per cent. and the CET1 capital ratio was 17.3 per cent.

Subordinated debt and additional tier 1 capital

The above tables set out the capital position of the Issuer as at the Issuer's financial year end. As part of its capital plan, the Issuer may issue further subordinated debt (whether pursuant to its EUR 35,000,000,000 Euro Medium Term Note Programme (the "**EMTN Programme**"), or otherwise) and/or additional tier 1 capital (whether pursuant to its EUR 2,000,000,000 Additional Tier 1 Convertible Capital Note Programme (the "**AT1 Programme**"), or otherwise). The Issuer may also redeem any of its outstanding subordinated debt or additional tier 1 capital.

In 2026, the Issuer issued an aggregate principal amount of EUR 750 million, SEK 900 million and NOK 600 million of subordinated tier 2 notes and an aggregate principal amount of USD 500 million, DKK 1,250 million, SEK 3,500 million and NOK 2,000 million perpetual non-cumulative additional tier 1 convertible capital notes. In 2026, the Issuer redeemed an aggregate principal amount of EUR 750 million subordinated tier 2 notes and redeemed an aggregate principal amount of USD 750 million perpetual non-cumulative additional tier 1 convertible capital notes. The foregoing issuances and redemptions are not reflected in the table above.

Capital regulation

The Issuer is following the phase-in of the CRR and the CRD Directive in accordance with Danish and EU rules. CRR III became applicable from 1 January 2025, whereas the Danish transposition of CRD VI became applicable from 1 July 2025. CRR III is subject to a lengthy phase-in period that is set to be complete by 2033, where transitional arrangements for the output floor are set to expire.

The impact of IFRS 9 on regulatory capital was subject to a five-year phase-in period from 1 January 2018, whereby an institution was 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.

In response to COVID-19, a legislative package with targeted legislative changes and selected changes to application timing was agreed and adopted by the EU legislators in June 2020. The most significant changes were to prolong the IFRS 9 transitional arrangement and bringing forward the application date of the supporting factor for SMEs included in the CRR II.

In December 2025 the Danish parliament adopted an amendment to the Danish implementation of the EU financial conglomerate directive (FICOD). The new rules that became applicable on the 1 January 2026 imply that going forward the Issuer will risk-weight the entire holdings in Danica Pension in accordance with the applicable rules in the CRR.

Distributions of Dividends

The Group has the ambition to pay out ordinary dividends of 60-70 per cent. of its net profit. This is revised from 40-60 per cent. of its net profit from the second quarter of 2026 as approved at the board meeting on 30 April 2026. The proposal for the actual dividend ratio in a given year is made with respect to the capital targets and capital plan. The capital structure can be further adjusted through extraordinary dividends and/or share buy-back programmes if excess capital relative to the capital targets and planning is available after dividends have been paid out, profitable growth opportunities have been exhausted and other quantifiable matters with material impact on the Group's capital position have been accounted for.

On the basis of the financial results for 2025, the Board of Directors decided to initiate a share buy-back programme of DKK 4.5 billion (EUR 602.5 million), equivalent to a total payout ratio of 100 per cent. including the total dividend for 2025. The programme, which has been approved by the DFSA, was started on 9 February 2026.

On the basis of the financial results for the first quarter of 2026, the Board of Directors decided to pay an extraordinary dividend of DKK 5 billion, equivalent to DKK 6.14 per share. The extraordinary dividend was paid subsequent to the release of the interim report for the first quarter of 2026, with ex-dividend date on 1 May and the payment date on 5 May.

Legal and Regulatory Proceedings

Estonia matter

The civil claims filed against the Issuer by institutional investors concerning the Estonia matter can be summarised to six case complexes with a current total claim amount of approximately DKK 12.6 billion. One of the case complexes has partly been referred to the Eastern High Court, while the remaining case complexes are stayed or pending before the Copenhagen City Court. In the case complex pending before the Eastern High Court, test cases have been selected to be progressed to trial. The Eastern High Court has scheduled the main hearing to start in January 2027. The civil claims were not included in the coordinated resolutions with US Department of Justice, the US Securities and Exchange Commission and the Danish Special Crime Unit in December 2022. The Issuer will continue to defend itself vigorously against these claims. The timing of completion of such civil claims (pending or threatening) and their outcome is uncertain and could be material.

The Issuer has been procedurally notified in two claims filed against Thomas F. Borgen with a current total claim amount of approximately DKK 1.7 billion. 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. The first case was dismissed in the first instance and subsequently appealed by the claimants to the Eastern High Court where the main hearing is scheduled to start in January 2028.

Other

On 15 February 2024, the DFSA published an inspection report concerning the governance and control data quality at the Issuer. Following the inspection, the DFSA ordered the Issuer to ensure that the assessment of data risk, including significant uncertainties associated with the assessment, is clearly specified in the reporting to the Board of Directors and the Executive Leadership Team. Further, as a result of the risks associated with the data management, the DFSA has ordered the Issuer to reassess the solvency need in order to ensure an adequate capital coverage of data risk. Initially, the DFSA estimates that a Pillar II add-on, as a minimum, must amount to DKK 2 billion.

Since 2023, the Issuer has been executing its data management programme to close the data quality gaps identified as well as other gaps in the data management space. The programme is running according to plan, and the number of critical data elements under full data management has increased substantially.

Owing to its business volume, the Issuer is continually a party to various other lawsuits and disputes and has an ongoing dialogue with public authorities, such as the DFSA and the Danish Tax Agency on other matters. In general, the Issuer does not expect the outcomes of any of these other pending lawsuits and disputes or its dialogues with public authorities, which could encompass (for example but not limited to) dialogue in relation to anti-money laundering, sanctions, tax and GDPR, etc., to have any material effect on it or its financial position. The Issuer does not generally comment on the risk of fines being imposed or the amount of such fines, if any. The Issuer generally 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. As and when required, the Issuer will update the financial market via the usual channels (i.e. company announcement or on *www.danskebank.com*). To the extent required, the Issuer will also include updated information regarding current legal and regulatory proceedings in its interim financial statements (which will be incorporated by reference in this Base Prospectus by a supplement hereto at the relevant time).

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 Bernstorffsgade 40, DK-1577 Copenhagen V, 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

Martin Blessing, Chairman

Directorships and other offices:	MB-Ventures GmbH (private investment company, executive officer)
	German Trade and Investment GmbH (chairman of the supervisory board and personal representative of the Federal Chancellor for Investments in Germany).

Martin Nørkjær Larsen, Vice Chairman

Directorships and other offices:	Chief Financial Officer, A.P. Møller Holding A/S
	APMH Invest A/S (member of the board of directors and CEO)
	Chairman or member of the board of directors of several affiliated undertakings, including, Maersk Product Tankers A/S (chairman), Maersk Offshore Wind A/S (chairman) and Ocean Yield AS (chairman)
	Navigare Capital Partners A/S (chairman of the board of directors)
	Assuranceforeningen SKULD (Gjensidig) (chairman of the board of directors)
	MVKH ApS (personally owned investment company, executive officer)
	The Export and Investment Fund of Denmark (Danmarks Eksport- og Investeringsfond (EIFO)) (member of the board of directors).

Jacob Dahl

Directorships and other offices:	Jaka1 ApS (private investment company, executive officer)
	Jaka2 ApS (private investment company, executive officer)
	Predicti ApS (chairman of the board of directors)
	Performativ ApS (chairman of the board of directors)
	HCL Technologies Limited (member of the board of directors).

Lieve Mostrey

Directorships and other offices:	Belfius Bank NV/SA (member of the board of directors and member of the audit committee, nomination committee and technology committee)
	Matexi NV (member of the board of directors and member of the audit & risk committee).

Allan Polack

Directorships and other offices:	Home.Earth K/S (chairman of the supervisory board)
	APG Asset Management N.V. (Chairman of the Supervisory Board)
	The Council for Return Expectations (an independent expert council set up by Insurance & Pension Denmark and Finance Denmark) (member of the board of directors)
	Indefi Consultants (member of the advisory board)
	AP Adding (personally owned sole proprietorship)
	Valdemar Frænkel og Moder Emmy Polack F. Berendts Mindelegat (member of the board of directors)
	Ældresagens Senat (member)
	WeShelter – Fonden Missionen blandt Hjemløse (member of the advisory board)

	CBS Executive Fonden (member of the board of directors).
Rafael Salinas	
Directorships and other offices:	Garanti BBVA (Türkiye Garanti Bankasi, AS) (member of the board of directors)
	BBVA México (BBVA México SA de CCV and Grupo Financiero BBVA México SA de CV) (member of the board of directors)
	Fundacion CEMFI (member of the investment committee)
	Fundacion Amigos de la Alhambra (member of the board of trustees).
Marianne Sørensen	
Directorships and other offices:	Maersk Offshore Wind A/S (member of the board of directors)
	Fonden Lindoe Offshore Renewables Center (vice chairman of the board of directors)
	MSH Consulting (personally owned small business)
	Energinet (member of the board of directors and chairman of the audit and risk committee).
Helle Valentin	
Directorships and other offices:	Managing Partner, IBM Consulting, EMEA
	RWE AG (member of the supervisory board and member of the strategy and sustainability committee).

Members of the Board of Directors elected by the Group's employees in Denmark

Kirsten Ebbe Brich	
Directorships and other offices:	Chairman of Finansforbundet in Danske Bank
	Finansforbundet i Danske Banks Jubilæumsfond (chairman)
	Danske Unions/Finansforbundet i Danske Bank (transnational association of local Danske Bank Group staff unions) (chairman)

	Danske Banks Velfærdsfond af 1993 (member of the board of directors)
	Finansforbundet (The Financial Services Union in Denmark) (member of the executive committee).
Aleksandras Cicasovas	Chapter Lead in Core Payment Platform Tribe, Danske Bank
Directorships and other offices:	Lithuanian Works Council, Danske Bank
	European Works Council, Danske Bank.
Louise Aggerstrøm Hansen	Chief Analyst, Danish Macro Research, Markets, Danske Bank
Directorships and other offices:	None.
Kristen Hjelm Lund	Member of the Board of Danske Kreds, Finansforbundet i Danske Bank
Directorships and other offices:	Finansforbundet (the Financial Services Union in Denmark) (member of the executive committee)
	A&Til (member of the executive committee).

The present members of the Executive Leadership Team and their external positions are as follows:

Carsten Egeriis	Chief Executive Officer
Directorships and other offices:	Danica Pension, Livsforsikringsaktieselskab (chairman of the board of directors)
	Climate Partnership on Finance (chairman)
	Finance Denmark (interim chairman of the board of directors)
	FR I af 16 september 2015 A/S (member of the board of directors).
Magnus Thor Agustsson	Chief Risk Officer and Head of Risk and Compliance (RAC)
Directorships and other offices:	None.
Joachim Alpen	Head of Large Corporates & Institutions
Directorships and other offices:	None.

Christian Bornfeld	Head of Personal Customers and Financial Crime Risk & Prevention
Directorships and other offices:	Realkredit Danmark A/S (chairman of the board of directors)
	Vipps MobilePay AS (member of the board of directors)
	Finance Denmark (personal substitute for the second vice chairman of the board of directors)
	FR I af 16 september 2015 A/S (personal substitute for a member of the board of directors).
Karsten Breum	Chief People Officer
Directorships and other offices:	Bikubens Pensionsfond (chairman)
	Finance Denmark/Arbejdsgiver (FA) (the employers association for the finance sector) (chairman)
	Danske Banks Fond (chairman)
	Finanskompetencepuljen (member of the board of directors)
	Grænsefonden (member of the board of directors).
Cecile Hillary	Chief Financial Officer
Directorships and other offices:	Foreign Trade Adviser to the French embassy in Denmark.
Johanna Norberg	Head of Business Customers
Directorships and other offices:	Samuel Söderstöm Foundation (member of the board of directors).
Frans Woelders	Chief Operating Officer
Directorships and other offices:	Danske Bank, Belfast (Northern Bank Limited), Northern Ireland (member of the board of directors).

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, to the best of its knowledge, 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.

OVERVIEW OF KEY DERIVATIVE CONTRACT PROVISIONS

Derivative Agreements

The Issuer (acting in respect of the relevant Register) will enter into derivative agreements from time to time with hedge counterparties by executing ISDA Master Agreement(s) (including schedule(s), confirmations and, in each case, a credit support annex) (each such agreement, a "**derivative agreement**" and each of the transactions thereunder, a "**derivative contract**") in order to hedge the interest rate risk, foreign exchange risk, liquidity risk or other risks between the Covered Bonds and the assets of the relevant Register. Where the Issuer (acting in respect of the relevant Register) enters into derivative contracts with the same hedge counterparty these may be entered into under the same ISDA Master Agreement. According to Danish Covered Bond Legislation, these derivative agreements must specify that the suspension of payments or bankruptcy of the Issuer (acting in respect of the relevant Register) does not constitute an event of default or termination event.

Ratings Downgrade

Under each of the derivative agreements, in the event that the relevant rating(s) of a hedge counterparty are downgraded by a rating agency below the rating(s) specified in the relevant derivative agreement (in accordance with the requirements of the rating agencies) for such hedge counterparty, the relevant hedge counterparty will, in accordance with the relevant derivative agreement, be required to take certain remedial measures which may include providing additional collateral for its obligations under the relevant derivative agreement, arranging for its obligations under the derivative agreement to be transferred to an entity with rating(s) required by the relevant rating agency as specified in the relevant derivative agreement (in accordance with the requirements of the relevant rating agency), procuring another entity with rating(s) required by the relevant rating agency as specified in the relevant derivative agreement (in accordance with the requirements of the relevant rating agency) to become co-obligor or guarantor, as applicable, in respect of its obligations under the relevant derivative agreement or taking some other action as it may agree with the relevant rating agency.

Issuer as hedge counterparty

To the extent that the Issuer has included in the relevant Issuer Cover Pool derivative contracts entered into with another part of the Issuer's business:

(i) the Issuer is obliged pursuant to the Danish Covered Bond Legislation to provide collateral to such Issuer Cover Pool, in the minimum amount of (a) 2.5 per mille of the aggregate notional amounts in respect of all outstanding derivative contracts entered into between such Issuer Cover Pool and another part of the Issuer's business to the extent the Issuer's long-term, unsecured and unsubordinated debt or counterparty obligations are rated by a credit rating agency registered under the CRA Regulation with a rating corresponding to credit quality step 1, or (b) 5 per mille of the aggregate notional amounts in respect of all outstanding derivative contracts entered into between such Issuer Cover Pool and another part of the Issuer's business to the extent the Issuer's long-term, unsecured and unsubordinated debt or counterparty obligations of the Issuer are rated by a credit rating agency registered under the CRA Regulation with a rating corresponding to at least credit quality step 2;

(ii) the Issuer is obliged pursuant to the Danish Covered Bond Legislation to provide collateral on a daily basis to such Issuer Cover Pool covering the aggregate mark-to-market value of all outstanding derivative contracts entered into between such Issuer Cover Pool and another part of the Issuer's business, provided that the aggregate mark-to-market value is in favour of such Issuer Cover Pool;

(iii) the Issuer is obliged pursuant to the Danish Covered Bond Legislation to provide such further collateral as requested by the DFSA or arrange for its obligations under the derivative agreement to be transferred to an entity with rating(s) required by the DFSA, if the long-term, unsecured and unsubordinated debt or counterparty obligations of the Issuer are rated by a credit rating agency registered under the CRA Regulation with a rating corresponding to a credit quality step below credit quality step 2; and

(iv) collateral provided by the Issuer shall comprise one or more of the assets set out in Article 129.1 in regulation No. 575/2013 of 26 June 2013 (as amended).

Termination Event

The derivative contracts will or may be terminated under certain circumstances, including the following:

(i) at the option of the one party of the relevant derivative agreement, if there is a failure by the other party to pay any amount due under that derivative agreement and any applicable grace period has expired, or if a change in law results in the obligations of the one party becoming illegal or if a *force majeure* event occurs;

(ii) at the option of the Issuer (acting in respect of the relevant Register), upon the occurrence of an insolvency of the relevant hedge counterparty or its co-obligor or guarantor, or the merger of the relevant hedge counterparty without an assumption of its obligations under the relevant derivative agreement, or if a material misrepresentation is made by the relevant hedge counterparty under the derivative agreement, or if the hedge counterparty (or any co-obligor or guarantor of the hedge counterparty or any other party specified in respect of the hedge counterparty, as applicable) defaults under an over-the-counter derivatives transaction under another derivative agreement between the Issuer (acting in respect of the relevant Register) (or any co-obligor or guarantor of the Issuer acting in respect of the Register or any other party specified in respect of the Issuer acting in respect of the Register, as applicable) and the hedge counterparty (or any co-obligor or guarantor of the hedge counterparty or any other party specified in respect of the hedge counterparty, as applicable) or if a breach of any provision of the relevant derivative agreement by the hedge counterparty is not remedied within the applicable grace period or if withholding taxes are imposed on payments by the Issuer (acting in respect of the relevant Register) under the relevant derivative agreement due to a change in law or if the relevant hedge counterparty or its co-obligor or guarantor, as applicable, is downgraded and either fails to comply with the requirements of the ratings downgrade provisions contained in the relevant derivative agreement and described above under "Ratings Downgrade"; or

(iii) at the option of the hedge counterparty, the merger of the Issuer (acting in respect of the relevant Register) without an assumption of its obligations under the relevant derivative agreement, or if the Issuer (acting in respect of the relevant Register) defaults under an over-the-counter derivative contract under another derivative master agreement entered into such Register between the Issuer (acting in respect of the relevant Register) and the hedge counterparty (or any co-obligor or guarantor of the hedge counterparty or any other party specified in respect of the hedge counterparty, as applicable) or if withholding taxes are imposed on payments by the relevant hedge counterparty under the relevant derivative agreement due to a change in law.

A derivative contract will or may be terminated under certain circumstances, including the following:

(i) at the option of the hedge counterparty, if the Issuer (acting in respect of the relevant Register) fails to enter a derivative contract into the Register in accordance with the Danish Covered Bond Legislation, or fails to deliver notice to the hedge counterparty of the entry of the derivative contract into the Register within the applicable period, or cancels any derivative contract from the relevant Register without the prior written consent of the hedge counterparty, or a derivative contract otherwise ceases to be recorded in the relevant Register for reasons other than its termination;

(ii) at the option of the hedge counterparty, if, following the insolvency (*konkurs*), debt restructuring (*rekonstruktionsbehandling*) or any other insolvency related event in respect of the Issuer, the assets in one or more Registers (including the derivative contracts in the relevant Register) in respect of which derivative contracts have been entered into either fail to be held together or fail to be held separately (*individualiseret*) from the other assets of the Issuer or the insolvency estate of the Issuer;

(iii) at the option of the hedge counterparty, if other than in respect of an insignificant portion of the assets included in the relevant Register, any creditor of the Issuer or the Issuer acting in respect of the relevant Register has success in taking enforcement action of any kind, against assets included in the Register in respect of which derivative contracts have been entered into insofar as such enforcement action overrides or endangers the preferred insolvency status of the hedge counterparty afforded it pursuant to the Danish Covered Bond Legislation;

(iv) at the option of the hedge counterparty, to the extent any modification in interpretation of or change in the law applicable to the Issuer's issuance of Covered Bonds occurs and such modification in interpretation or change materially adversely effects the hedge counterparty's recourse to the relevant Register or ranking in the winding up of the Issuer or the Issuer acting in respect of the relevant Register (which also includes the hedge counterparty being required to pay more or receive less under the derivative agreement or the obligations of the Issuer acting in respect of the relevant Register to the hedge counterparty under the derivative agreement being further subordinated to the obligations of the Issuer acting in respect of the relevant Register to any other creditor);

(v) at the option of the hedge counterparty, if, at any time prior to the scheduled termination date of any derivative contract, the Covered Bonds with respect to such derivative contract are to be redeemed, cancelled or otherwise terminated in whole or in part; or

(vi) at the option of the hedge counterparty, if the terms and conditions of the Covered Bonds are amended without the prior written consent of the hedge counterparty in a way that changes the quantum or timing of amounts due to or from the hedge counterparty under any derivative contract entered into in relation to such Covered Bonds.

Upon the occurrence of an early termination event, the Issuer (acting in respect of the relevant Register) or the relevant hedge counterparty may be liable to make a termination payment to the other. The amount of any termination payment will be based on a good faith determination of the total losses and costs (or gains) as to the cost of entering into a derivate contract with terms and conditions that would have the effect of preserving the economic equivalent of the respective full payment obligations of the parties (which may be determined following consideration of quotations from leading dealers, relevant market data and information from internal sources), and will include any unpaid amounts that became due and payable prior to termination. Any such termination payment could be substantial and may affect the funds available to pay amounts due to the Covered Bondholders.

Covered Bondholders will not receive extra amounts (over and above interest and principal payable on the Covered Bonds) as a result of the Issuer receiving termination payments from a hedge counterparty.

Transfer

Each hedge counterparty and the Issuer (acting in respect of the relevant Register) may, subject to certain conditions specified in the relevant derivative agreement, transfer its obligations under that derivative agreement to another entity.

Taxation

The hedge counterparty may be obliged to gross up payments made by it to the other party if withholding taxes are imposed on payments made under a derivative contract. If, due to a change in law, either the Issuer (acting in respect of the relevant Register) or the hedge counterparty is required to gross up a payment under a derivative contract or to receive a payment under a derivative contract from which an amount has been deducted or withheld, either the Issuer (acting in respect of the relevant Register) or the relevant hedge counterparty, as the case may be, may terminate the relevant derivative contract.

Governing law

The derivative agreements will be governed by English law.

Restrictions on the use of derivative contracts

The Danish Covered Bond Legislation allows for the inclusion of derivative contracts in the Register only if such contracts are entered into in order to hedge the interest rate risk, foreign exchange risk, liquidity risk or other risks between the Covered Bonds and the assets of the relevant Register.

By virtue of the priority established under the Danish Financial Business Act, claims against the Issuer by hedge counterparties to the relevant derivative contracts and the Covered Bondholders will rank *pari passu* among themselves and ahead of claims of all other creditors of the Issuer with respect to the relevant Register (save for the priority granted to an administration estate in respect of fees and expenses) (for more detail see "*Administration Estate*" under "*Overview of Danish Legislation Relating to Covered Bonds*").

According to Danish Covered Bond Legislation, collateral provided by a hedge counterparty to the relevant derivative agreement in respect of a Cover Pool (i.e., under a credit support annex to an ISDA Master Agreement or a similar document) constitutes collateral in the relevant Register.

TAXATION

The following is not a comprehensive analysis of the tax consequences arising in respect of the Covered Bonds. Prospective purchasers of Covered Bonds are advised to consult their tax advisers as to the tax consequences under the tax laws of the country of which they are residents of a purchase of Covered Bonds, including, but not limited to, the consequences of receipts of interest and sale or redemption of Covered Bonds.

1. Denmark Taxation

According to the Danish tax laws in effect as of the date of this Base Prospectus, no general withholding tax or coupon tax will apply to payments of interest or principal or other amounts due on the Covered Bonds, other than in certain cases on payments in respect of controlled debt in relation to the Issuer as referred to in section 2 of the consolidated Act No. 1241 of 22 August 2022, as amended (in Danish: "*Selskabsskatteloven*"). This will not have any impact on Covered Bondholders who are not directly or indirectly or due to agreed joint control as mentioned in said Act in a relationship whereby they control, or are controlled by, the Issuer. Apart from that (i) payments of interest or principal amounts to any beneficial Covered Bondholder 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 Covered Bond will not be subject to taxation in Denmark. The tax treatment described above applies solely to Covered Bondholders who are not subject to full tax liability in Denmark; are not included in a Danish joint taxation scheme and do not carry on business in Denmark through a permanent establishment to which the Covered Bonds or the related payments are allocated for tax purposes.

2. 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**" (as defined by FATCA) may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions, including Denmark, have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of FATCA provisions and IGAs to instruments such as the Covered Bonds, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Covered Bonds, 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 Covered Bonds, 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 the Covered Bonds 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 (including by reason of a substitution of the Issuer). However, if additional Covered Bonds (as described under "*Terms and Conditions – Further Issues*") that are not distinguishable from previously issued Covered Bonds are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Covered Bonds, including the Covered Bonds offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Covered Bonds.

SUBSCRIPTION AND SALE

Covered Bonds may be sold from time to time by the Issuer to any one or more of BNP PARIBAS, Commerzbank Aktiengesellschaft, Crédit Agricole Corporate and Investment Bank, Danske Bank A/S (in its capacity as a Dealer), HSBC Continental Europe, Natixis, NatWest Markets N.V. and UniCredit Bank GmbH (the "**Dealers**"). Covered Bonds may also be sold by the Issuer directly to institutions who are not Dealers. The arrangements under which Covered Bonds 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 12 November 2026 (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 Covered Bonds, the price at which such Covered Bonds 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 Covered Bonds.

United States

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.

The Covered Bonds 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 in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S of the Securities Act.

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will not offer, sell or deliver Covered Bonds of any Series (i) as part of the distribution thereof at any time or (ii) otherwise until forty days after the completion of the distribution of all Covered Bonds of the Tranche of which such Covered Bonds are a part within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will have sent to each dealer to which it sells the Covered Bonds during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Covered Bonds within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of any identifiable tranche of Covered Bonds, an offer or sale of Covered Bonds within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Any resale or other transfer, or attempted resale or other transfer of Covered Bonds made other than in compliance with the restrictions set out above and below shall not be recognised by the Issuer or any of its agents. The certificates for the Covered Bonds sold in the United States shall bear a legend to this effect.

Bearer Covered Bonds

Bearer Covered Bonds having a maturity of more than one year 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 a U.S. person, except in certain transactions permitted by U.S. tax 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 promulgated thereunder.

Registered Covered Bonds

Offers, sales, resales and other transfers of Registered Covered Bonds in the United States made or approved by a Dealer (including offers, resales or other transfers made or approved by a Dealer in connection with secondary trading) shall be effected pursuant to an exemption from the registration requirements of the Securities Act.

Offers, sales, resales and other transfers of Registered Covered Bonds made in the United States will be made only to institutional investors that are reasonably believed to qualify as qualified institutional buyers (as defined in Rule 144A) (each such institutional investor being hereinafter referred to as a "**qualified institutional buyer**" or "**QIB**") in a transaction otherwise meeting the requirements of Rule 144A.

Each Registered Covered Bond shall contain a legend in substantially the following form: "THIS COVERED BOND HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"). THE HOLDER HEREOF, BY PURCHASING THIS COVERED BOND, AGREES FOR THE BENEFIT OF DANSKE BANK A/S (THE "**ISSUER**") THAT THIS COVERED BOND MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A)(1) TO THE ISSUER OR A DEALER (AS DEFINED IN THE BASE PROSPECTUS), (2) SO LONG AS THIS COVERED BOND IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**"), TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) ACTING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN ACCORDANCE WITH RULE 144A, (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), OR (B) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, OR (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATIONS CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144A UNDER THE SECURITIES ACT FOR RESALES OF THIS COVERED BOND. THE HOLDER HEREOF, BY PURCHASING THIS COVERED BOND, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL NOTIFY ANY PURCHASER OF THIS COVERED BOND FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE."

By its purchase of any Covered Bonds, each investor in the United States shall be deemed to have agreed to the restrictions contained in any legend endorsed on the Covered Bond purchased by it (to the extent still applicable) and each such purchaser shall be deemed to have represented to the Issuer and the Dealer, if applicable, that it is a QIB. Pursuant to the Dealer Agreement, the Issuer has agreed to indemnify the Dealers against, or to contribute to losses arising out of, certain liabilities, including liabilities under certain securities laws, in respect of Covered Bonds.

Prohibition of Sales to European Economic Area Retail Investors

Unless the relevant Final Terms or Pricing Supplement specifies "Prohibition of Sales to European Economic Area 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 Covered Bonds 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. 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 Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds.

If the relevant Final Terms or Pricing Supplement specifies "Prohibition of Sales to European Economic Area Retail Investors" as "Not Applicable", in relation to each Member State (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 Covered Bonds 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 Covered Bonds 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 or Dealers 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 Covered Bonds 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 Covered Bonds to the public**" in relation to any Covered Bonds 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 Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds.

United Kingdom

Prohibition of Sales to United Kingdom Retail Investors

Unless the relevant Final Terms or Pricing Supplement specifies "Prohibition of Sales to United Kingdom Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise

make available any Covered Bonds which are the subject of this Base Prospectus as completed by the relevant Final Terms or Pricing Supplement in relation thereto to any retail investor in the UK. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is either (or both) of the following:

(i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or

(ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs; and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to buy or subscribe for the Covered Bonds.

If the relevant Final Terms or Pricing Supplement specifies "Prohibition of Sales to United Kingdom Retail Investors" as "Not Applicable" in relation to the UK, 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 Covered Bonds which are the subject of this Base Prospectus as completed by the relevant Final Terms or Pricing Supplement in relation thereto to the public in the UK except that it may make an offer of such Covered Bonds to the public in the UK:

(i) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;

(ii) at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs), in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(iii) at any time in any other circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision: the expression an "**offer of Covered Bonds to the public**" in relation to any Covered Bonds in the UK means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to buy or subscribe for the Covered Bonds; and the expression "**POATRs**" means the Public Offers and Admissions to Trading Regulations 2024.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) ***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) (the "**FSMA**") received by it in connection with the issue or sale of any Covered Bonds in circumstances in which section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; and

(b) ***General compliance:*** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the UK.

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 Covered Bonds 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. 464 of 1 May 2026 on Capital Markets, as amended, supplemented or replaced from time to time, and any Executive Orders issued thereunder and in compliance with Executive Order No. 760 of 14 June 2024, as amended, supplemented or replaced from time to time, issued pursuant to the Danish Financial Business Act.

Japan

The Covered Bonds 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 agreed, and each further Dealer appointed under the Programme will be required to agree, that it will not offer or sell any Covered Bonds, 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 Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, 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.

General

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree that, it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Covered Bonds under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer, the Fiscal Agent, the Arrangers nor any other Dealer shall have any responsibility therefor.

None of the Issuer, the Fiscal Agent, the Arrangers and any of the Dealers represents that Covered Bonds may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Authorisation

The establishment of the Programme and the issue of the Covered Bonds have been duly authorised by a resolution of the meeting of the Board of Directors of the Issuer passed on 25 October 2007. 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 Covered Bonds.

Listing and Admission to Trading of Covered Bonds on Euronext Dublin

Application has been made to Euronext Dublin for Covered Bonds issued under the Programme (other than Exempt Covered Bonds) during the period of twelve months from the date of this Base Prospectus to be admitted to the Official List of Euronext Dublin and trading on its Regulated Market.

However, Covered Bonds 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.

Documents Available

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 *https://www.euronext.com/en/markets/dublin*:

(i) a copy of this Base Prospectus;

(ii) 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

(iii) copies of any Final Terms relating to Covered Bonds 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 *https://www.danskebank.com* (see "Documents Incorporated by Reference" for more details):

(i) the Articles of Association of the Issuer;

(ii) all reports, letters, and other documents, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to in this Base Prospectus;

(iii) the Annual Reports (as defined in "*Documents Incorporated by Reference*");

(iv) the Interim report – first nine months 2026 (as defined in "*Documents Incorporated by Reference*");

(v) the Previous Terms and Conditions (as defined in "*Documents Incorporated by Reference*"); and

(vi) any other documents incorporated herein by reference from time to time.

Third Party Information

Where information in this Base Prospectus has been secured from third parties, this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

Clearing Systems

The Covered Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and ISIN for each Tranche of Bearer Covered Bonds allocated by Euroclear and Clearstream, Luxembourg will be specified in the relevant Final Terms or Pricing Supplement. In addition, the Issuer will make an application for any Registered Covered Bonds to be accepted for trading in book-entry form by DTC. The CUSIP number for each Tranche of Registered Covered Bonds, together with the relevant ISIN and Common Code, will be specified in the relevant Final Terms or Pricing Supplement. If the Covered Bonds 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 and VP, VPS and Euroclear Sweden (as the case may be) are the entities in charge of keeping the records.

The address of Euroclear is 3 Boulevard du Roi Albert Ill, B.1210 Brussels, Belgium; the address of Clearstream, Luxembourg is 42 Avenue J. F. Kennedy, L-1855 Luxembourg; the address of DTC is 55 Water Street, New York, NY 10041-0099, USA; the address of VP is Helgeshøj Allé 61, DK-2630 Taastrup, Denmark; the address of VPS is Biskop Gunnerus' Gate 14a, N-0185 Oslo, Norway; and the address of Euroclear Sweden is Klarabergsviadukten 63, SE-101 23 Stockholm, Sweden.

Yield

In relation to any Tranche of Fixed Rate Covered Bonds, an indication of the yield in respect of such Covered Bonds will be specified in the relevant Final Terms or Pricing Supplement. The yield is calculated at the Issue Date of the Covered Bonds 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 Covered Bonds and will not be an indication of future yield.

Conditions for Determining Price

The issue price and amount of the Covered Bonds 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.

Material Change and Significant Change

(i) 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 30 September 2026, the last day of the financial period in respect of which the most recent financial statements of the Issuer and its Subsidiaries have been prepared; and

(ii) save as outlined in the sections "*Risk Factors - Disruptions and volatility in the global financial markets may adversely impact the Group*" and "*Legal and Regulatory Proceedings*", there has

been no material adverse change in the financial position or prospects of the Issuer since 31 December 2025, the last day of the financial period in respect of which the most recently audited financial statements of the Issuer have been prepared.

Legal Proceedings

Save as outlined in the section "*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.

Auditors

The consolidated interim financial statements of the Group as at and for the first nine months ended 30 September 2026 have not been audited or reviewed. The annual financial statements of the Group for each of the financial years ended 31 December 2025 and 31 December 2024 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).

Dealers transacting with the Issuer

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 its 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 Covered Bonds issued under the Programme. Any such short positions could adversely affect future trading prices of Covered Bonds 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.

Issuer Legal Entity Identifier Code

The Legal Entity Identifier (LEI) code of the Issuer is MAES062Z21O4RZ2U7M96.

Language

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.

Irish Listing Agent

The Irish Listing Agent is Matheson LLP and the address of its registered office is 70 Sir John Rogerson's Quay, Dublin 2, Ireland. Matheson LLP is acting solely in its capacity as listing agent for the Issuer in connection with the Covered Bonds and is not itself seeking admission of the Covered Bonds to trading on the Regulated Market of Euronext Dublin.

URLs

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.

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