

IMPORTANT NOTICE

You must read the following before continuing. The following applies to the prospectus following this page (the "**Prospectus**"), and you are therefore advised to read this carefully before reading, accessing or making any other use of the Prospectus. In accessing the Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE NOTES (AS DEFINED BELOW) DESCRIBED IN THE PROSPECTUS IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER RELEVANT JURISDICTION AND THE NOTES 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 A TRANSACTION NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE OR LOCAL SECURITIES LAWS.

THE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

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

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

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

target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Confirmation of your Representation: You have been sent the attached Prospectus at your request and by accepting the e-mail and by accepting the Prospectus you shall be deemed to have represented to Storebrand Livsforsikring AS (the "**Issuer**") and BNP Paribas, Danske Bank A/S and J.P. Morgan AG (together being the "**Joint Bookrunners**" referred to in the Prospectus and senders of the attached), (i) that you are not (or, if you are acting for another person, such person is not) a U.S. person, (ii) that you are not (or, if you are acting on behalf of another person, such person is not) located in the United States of America, its territories or possessions, any State of the United States or the District of Columbia (where "possessions" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) and (iii) that you consent (and if you are acting on behalf of another person, such person consents) to this delivery by electronic transmission.

You are reminded that the Prospectus has been delivered to you on the basis that you are a person into whose possession the Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Prospectus to any other person.

The Prospectus does not constitute, and may not be used in connection with, an offer or solicitation to subscribe for or purchase the Notes described herein by any person in any jurisdiction where offers or solicitations are not permitted by law. The distribution of the Prospectus and the offer or sale of the Notes in certain jurisdictions is restricted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and any Joint Bookrunner or any affiliate of a Joint Bookrunner is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Joint Bookrunner or such affiliate on behalf of the Issuer in such jurisdiction. The Prospectus may only be communicated to persons in the UK in circumstances where section 21(1) of the FSMA does not apply.

The Prospectus has been sent to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuer or any Joint Bookrunner, nor any person who controls any Joint Bookrunner nor any director, officer, employee, agent or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format herewith and the hard copy version available to you on request from any Joint Bookrunner.



STOREBRAND LIVSFORSIKRING AS

€300,000,000

Fixed/Floating Rate Dated Subordinated Notes Due 2051

Issue price: 98.840 per cent.

The €300,000,000 Fixed/Floating Rate Dated Subordinated Notes due 2051 (the "**Notes**") are issued by Storebrand Livsforsikring AS (the "**Issuer**").

The Notes will bear interest on their principal amount from and including 31 March 2021 (the "**Issue Date**") to and excluding 30 September 2031 (the "**Reset Date**") at a fixed rate of 1.875 per cent. per annum and thereafter at a rate of interest equal to EURIBOR plus the applicable Margin as provided in Condition 3 (*Interest*). Interest will be payable annually in arrear on 30 September in each year from and including 30 September 2021 (the "**First Fixed Interest Payment Date**") to and including the Reset Date (each a "**Fixed Interest Payment Date**"), except that there will be a short coupon payable on the First Fixed Interest Payment Date in respect of the period from (and including) the Issue Date to (but excluding) the First Fixed Interest Payment Date. Thereafter interest will be payable semi-annually in arrear on 31 March and 30 September in each year at the Floating Rate of Interest, as more fully described herein.

All payments of interest and principal are conditional upon the Issuer being "Solvent" at the time of payment and immediately thereafter, as further described in "*Conditions of the Notes – Status and Subordination*".

The Issuer has the right (and, in certain circumstances, is required) to defer the payment of interest in certain circumstances all as further described in "*Conditions of the Notes – Deferral of Payments*", and is required to suspend the payment of principal in certain circumstances all as further described in "*Conditions of the Notes – Redemption, Purchase, Substitution and Variation – Issuer suspension of redemption date*".

Subject as provided above, the Notes will mature on the interest payment date falling in September 2051 (the "**Maturity Date**") and the Issuer may, subject to the prior approval of the Issuer Supervisor (as defined in "*Conditions of the Notes*"), redeem the Notes at their principal amount together with any accrued interest and Arrears of Interest (as defined in "*Conditions of the Notes*") (i) at any time during the period from (and including) 31 March 2031 to (and including) the Reset Date or (ii) on any Interest Payment Date thereafter. The Issuer will also have the right, subject as provided above and subject to the prior approval of the Issuer Supervisor, upon the occurrence of certain tax events, capital events, ratings agency events or the repurchase of 80 per cent. or more of the Notes, to redeem the Notes at their principal amount together with any accrued interest and Arrears of Interest or substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they become or remain, Qualifying Tier 2 Securities.

In addition, in certain circumstances, the Issuer's subordinated debt, which would include principal and interest in respect of the Notes, may be cancelled. See "*Conditions of the Notes – Reduction of Subordinated Debt*".

An investment in the Notes involves certain risks. For a discussion of these risks, see "*Risk Factors*" below.

This document comprises a prospectus ("**Prospectus**") for the purposes of Article 6 of Regulation (EU) 2017/1129 (as amended, the "**EU Prospectus Regulation**"). This Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**") as competent authority for the purposes of the EU Prospectus Regulation. The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed under Irish and EU law pursuant to the EU Prospectus Regulation. Such approval by the Central Bank should not be considered as an endorsement of the Issuer that is the subject of this Prospectus nor as an endorsement of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in such Notes. Application has been made for the Notes to be admitted to listing on the official list (the "**Official List**") and to trading on the regulated market of The Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") and on the Euronext Dublin Green Bond Segment. The regulated market of Euronext Dublin is a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments (as amended, "**EU MiFID II**"). The Prospectus is valid until the date of admission of the Notes to trading on the regulated market of the Euronext Dublin. The obligation to prepare a supplement to this Prospectus, in the event of any material new factor, mistake or inaccuracy relating to the information included in the Prospectus which is capable of affecting the assessment of the Notes, will not apply when the Prospectus is no longer valid.

The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and are subject to United States tax law requirements. The Notes are being offered outside the United

States by the Joint Bookrunners (as defined in "*Subscription and Sale*") in accordance with Regulation S under the Securities Act ("**Regulation S**"), and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Notes will be in bearer form and in the denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. The Notes will initially be in the form of a temporary global note (the "**Temporary Global Note**"), without interest coupons, which will be deposited on or around the Issue Date with a common depository for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"). The Temporary Global Note will be exchangeable, in whole or in part, for interests in a permanent global note (the "**Permanent Global Note**" and, together with the Temporary Global Note, the "**Global Notes**"), without interest coupons, not earlier than 40 days after the Issue Date upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership. Each Permanent Global Note will be exchangeable in certain limited circumstances in whole, but not in part, for Notes in definitive form. See "*Overview of Provisions Relating to the Notes While in Global Form*".

Payments on the Notes and Coupons will be made in EUR and, in respect of interest (but not in respect of principal), without deduction for or on account of taxes imposed or levied by the Kingdom of Norway to the extent described under "*Conditions of the Notes—Taxation*".

The Notes are expected to be rated BBB by S&P Global Ratings Europe Limited ("**S&P**") and such rating is expected to be endorsed by S&P Global Ratings UK Limited. According to S&P rating definitions available as at the date of this Prospectus on https://www.standardandpoors.com/en_US/web/guest/article/-/view/sourceId/504352, obligations rated 'BBB' mean obligations exhibiting adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to weaken the Issuer's capacity to meet its financial commitments on the obligations. S&P is established in the European Economic Area ("**EEA**") and registered under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**"). As such, S&P appears on the latest update of the list of registered credit rating agencies (as of the date of this Prospectus) on the ESMA website <http://www.esma.europa.eu>. The rating S&P will give to the Notes is expected to be endorsed by S&P Global Ratings UK Limited which is established in the UK and registered under Regulation (EU) No 1060/2009, as amended, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**") (the "**UK CRA Regulation**").

Amounts payable under the Notes are calculated by reference to the Euro Inter-bank Offered Rate ("**EURIBOR**"), which is provided by the European Money Markets Institute (the "**Administrator**"). As at the date of this Prospectus, the Administrator appears on the register of benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to article 36 of the Regulation (EU) 2016/1011, as amended (the "**Benchmark Regulation**").

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. A revision, suspension, reduction, or withdrawal of a rating may adversely affect the market price of the Notes.

Sole Green Structuring Agent to the Issuer

J.P. Morgan

Joint Bookrunners

BNP PARIBAS

Danske Bank

J.P. Morgan

The date of this Prospectus is 29 March 2021

IMPORTANT NOTICES

General

The Issuer accepts responsibility for the information contained in this Prospectus and declares that, to the best of its knowledge, the information contained in this Prospectus is in accordance with the facts and makes no omission likely to affect its import.

The Issuer has confirmed to the Joint Bookrunners named under "*Subscription and Sale*" below (the "**Joint Bookrunners**") that this Prospectus contains all information regarding the Issuer and the Notes which is (in the context of the issue, offering and sale of the Notes) material; such information is true and accurate in all material respects and is not misleading in any material respect; any opinions, predictions or intentions expressed in this Prospectus on the part of the Issuer are honestly held or made and are not misleading in any material respect; this Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in such context) not misleading in any material respect; and all proper enquiries have been made to ascertain and to verify the foregoing.

Neither the Joint Bookrunners nor any of their respective affiliates have authorised the whole or any part of this Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Prospectus or any responsibility for the acts or omissions of the Issuer or any other person (other than the relevant Joint Bookrunner) in connection with the issue and offering of the Notes. Neither the delivery of this Prospectus nor the offering, sale or delivery of any Note made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the affairs of the Issuer, the Issuer and its consolidated subsidiaries (the "**Storebrand Life Group**") or Storebrand ASA and its consolidated subsidiaries (the "**Storebrand ASA Group**") since the date hereof. This Prospectus does not constitute an offer of, or an invitation by, or on behalf of, the Issuer, the Trustee (as defined herein), the Joint Bookrunners to subscribe for, or purchase, any of the Notes. This Prospectus does not constitute an offer, and may not be used for the purpose of an offer to, or a solicitation by, anyone in any jurisdiction or in any circumstances in which such an offer or solicitation is not authorised or is unlawful.

The Joint Bookrunners and Citicorp Trustee Company Limited (the "**Trustee**") have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or duty (whether fiduciary, in tort or otherwise) or liability is accepted by the Joint Bookrunners, the Trustee or any of them as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuer in connection with the Notes or their distribution.

This Prospectus is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, the Joint Bookrunners or the Trustee that any recipient of this Prospectus should purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

The distribution of this Prospectus and the offering, sale and delivery of Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Joint Bookrunners to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on distribution of this Prospectus and other offering material relating to the Notes, see "*Subscription and Sale*".

In particular, the Notes have not been and will not be registered under the Securities Act and are subject to United States tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons.

In this Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the EEA, references to "**EUR**", "**euro**" and "**€**" are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended, references to "**NOK**" are to Norwegian krone, references to "**GBP**" and "**£**" are to the lawful currency of the UK and references to the "**Conditions**" are to the conditions of the Notes set out in the section entitled "*Conditions of the Notes*".

Certain industry terms are used in this Prospectus to describe the Issuer's business and the industry in which it operates.

Certain total figures provided in tables and statements in the section entitled "*Description of the Issuer, the Storebrand Life Group and the Storebrand ASA Group*" may not always reconcile due to rounding. The presentation of these figures is to ensure that each line item corresponds to the relevant source and therefore rounding differences may arise in totals.

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

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

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

Product classification pursuant to Section 309B of the Securities and Futures Act (Chapter 289) of Singapore – Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore) (as modified or amended from time to time, the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

Suitability of Investment

The Notes are complex financial instruments that involve a high degree of risk. Sophisticated institutional investors generally purchase complex financial instruments as part of a wider financial structure rather than as standalone investments. They purchase complex financial instruments as a way to enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in the Notes unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and the risks of investing the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Each prospective investor in the Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

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

Each prospective investor should consult its own advisers as to legal, tax and related aspects of an investment in the Notes. A prospective investor may not rely on the Issuer or the Joint Bookrunners or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

Use of Proceeds / Eligible Green Assets

None of the Joint Bookrunners nor the Sole Green Structuring Agent to the Issuer makes any representation as to the suitability of the Notes to fulfil environmental or sustainability criteria required by any prospective investors. The Joint Bookrunners and the Sole Green Structuring Agent to the Issuer have not undertaken, nor are they responsible for, any assessment of the eligibility criteria for Eligible Green Assets (as defined in "*Use of Proceeds*" below), any verification of whether the Eligible Green Assets meet such criteria or the impact or monitoring of the use of proceeds of the Notes (or amounts equal thereto). Investors should refer to the Issuer's Green Bond Framework and the Second Party Opinion, as referred to in "*Use of Proceeds*" below. No representation or assurance is given by the Joint Bookrunners or the Sole Green Structuring Agent to the Issuer that the proposed admission of the Notes to trading on the Euronext Dublin Green Bond Segment will be obtained or maintained for the lifetime of the Notes.

Forward Looking Statements

This Prospectus contains certain forward-looking statements. The words "anticipate", "believe", "expect", "plan", "intend", "targets", "aims", "estimate", "project", "will", "would", "may", "could", "continue" and similar expressions are intended to identify forward-looking statements. All statements other than statements of historical fact included in this Prospectus, including, without limitation, those regarding the financial position, business strategy, management plans and objectives for future operations of the Issuer, the Storebrand Life Group and/or Storebrand ASA Group (as the case may be) are forward looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other

factors, which may cause our actual results, performance or achievements, or industry results, to be materially different from those expressed or implied by these forward-looking statements. These forward looking statements are based on numerous assumptions regarding our present and future business strategies and the environment in which we expect to operate in the future.

Factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under "*Risk Factors*". Any forward-looking statements made by or on behalf of the Issuer speak only as at the date they are made. The Issuer does not undertake to update forward-looking statements to reflect any changes in their expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based.

Alternative Performance Measures ("APMs")

This Prospectus includes certain financial metrics which the Issuer considers to constitute APMs and which are provided in addition to the financial performance measures established by the International Financial Reporting Standards ("**IFRS**"), and the Regulation on annual accounts for life insurance companies of 18 December 2015 no. 1824 (together the "**applicable accounting standards**"). See the "*guide to Alternative Performance Measures*", which is incorporated by reference herein. The Issuer believes the APMs provide investors with meaningful, additional insight as to underlying performance of the Issuer. An investor should not consider financial measures outside of the applicable accounting standards as alternatives to measures reflected in the financial information incorporated by reference herein, which has been prepared in accordance with IFRS. In particular, an investor should not consider such measures as alternatives to profit after tax, operating profit or any other performance measures derived in accordance with applicable accounting standards or as an alternative to cash flow from operating activities as a measure of the Issuer's activity. The Issuer's financial measures outside of the applicable accounting standards may not be comparable with similarly titled financial measures reported by other companies.

The Ultimate Solvency II Group

As of the date of this Prospectus, the Ultimate Solvency II Group (as defined in the Conditions) is the Storebrand ASA Group. As of the date of this Prospectus, events which may give rise to a Capital Disqualification Event, a Regulatory Deficiency Interest Deferral Event and a Regulatory Deficiency Redemption Deferral Event (each of which may lead to an optional early redemption of the Notes, or a compulsory deferral of interest payments or suspension of redemption under the Notes) apply in relation to the Issuer and the Ultimate Solvency II Group only, which is a larger group than the Storebrand Life Group. Therefore, the level of own funds, Solvency Capital Requirement and Minimum Capital Requirement of the Ultimate Solvency II Group is dependent upon the performance and capital requirements of several other companies (including Storebrand ASA) and not just the Issuer or the Storebrand Life Group. See "*Risk Factors – The Solvency Capital Requirement ratio and the Minimum Capital Requirement ratio will be affected by the Issuer's and the Ultimate Solvency II Group's business decisions and, in making such decisions, the Issuer's and/or the Ultimate Solvency II Group's interests may not be aligned with those of the Noteholders*" and "*Regulation – Supervision*" for further details.

Copies of this Prospectus, including any supplements thereto (if any), are available, free of charge, at the Issuer's registered office at Professor Kohts vei 9, P.O. Box 500, 1327 Lysaker, Norway or on the website of the Euronext Dublin at www.ise.ie.

Stabilisation

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

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OVERVIEW

This overview must be read as an introduction to this Prospectus and any decision to invest in the Securities should be based on a consideration of the Prospectus as a whole, including the documents incorporated by reference.

Words and expressions defined in the Conditions or elsewhere in this Prospectus, have the same meanings in this overview.

Issuer:	Storebrand Livsforsikring AS.
Description of Notes:	€300,000,000 Fixed/Floating Rate Dated Subordinated Notes due 2051.
Joint Bookrunners:	BNP Paribas, Danske Bank A/S and J.P. Morgan AG.
Sole Green Structuring Agent to the Issuer:	J.P. Morgan Securities plc.
Trustee:	Citicorp Trustee Company Limited.
Principal Paying Agent:	Citibank, N.A., London Branch.
Listing Agent:	Arthur Cox Listing Services Limited.
Issue Price:	98.840 per cent. of the principal amount.
Issue Date:	31 March 2021.
Maturity Date:	Unless previously redeemed, purchased and cancelled, the Issuer will (subject as provided under " <i>Deferral of redemption</i> " below) redeem the Notes on the interest payment date falling in September 2051 at their principal amount together with any Arrears of Interest and any other accrued or unpaid interest to (but excluding) such date.
No set-off:	By acceptance of the Notes, subject to applicable law, each Noteholder will be deemed to have waived any right of set-off or counterclaim that such Noteholder might otherwise have against the Issuer in respect of or arising under the Notes or the Coupons.
Status of the Notes:	The Notes and Coupons constitute, in the case of the Notes, dated and, in the case of the Notes and the Coupons, direct, unsecured and subordinated obligations of the Issuer, conditional as described below, and at all times rank <i>pari passu</i> without any preference among themselves.
Subordination of the Notes:	<p>The right to payment (together with any damages awarded for breach of any obligations in respect of the Notes) in respect of the Notes and the Coupons is subordinated in the event of a Bankruptcy Event to the claims of Senior Creditors but shall rank <i>pari passu</i> with all outstanding Parity Obligations and in priority to payments to creditors in respect of Junior Obligations.</p> <p>All payments of principal and interest in respect of the Notes and the Coupons (except in a Bankruptcy Event) are conditional upon the Issuer being Solvent at the time of payment by the Issuer and immediately thereafter (the "Solvency Condition") and (except as aforesaid) no principal or interest shall be payable in respect of the Notes or the Coupons except to the extent that the Issuer could make such payment in whole or in part, rateably with the payments in respect of Parity Obligations, and still be Solvent immediately thereafter.</p>

Interest:	The Notes will bear interest on their principal amount from and including the Issue Date to and excluding Reset Date at a fixed rate of 1.875 per cent. per annum and thereafter at a rate of interest equal to EURIBOR plus the applicable Margin as provided in Condition 4 (<i>Interest</i>).
Interest Payment Dates:	Interest will be payable annually in arrear on 30 September in each year from and including 30 September 2021 (the " First Fixed Interest Payment Date ") to and including the Reset Date, except that there will be a short coupon payable on the First Fixed Interest Payment Date in respect of the period from (and including) the Issue Date to (but excluding) the First Fixed Interest Payment Date. Thereafter interest will be payable semi-annually in arrear on 31 March and 30 September in each year.
Optional Interest Deferral:	On any Optional Interest Payment Date, the Issuer may elect to defer payment of all (but not some only) of the interest in respect of the Notes accrued in the Interest Period ending on the day immediately preceding such date. If the Issuer so elects, it shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose and will not give Noteholders, Couponholders or the Trustee any right to accelerate repayment of the Notes or take any other action in respect of the Notes or the Trust Deed. Any amounts so deferred shall constitute Arrears of Interest but interest will not accrue on Arrears of Interest. See Condition 5.1 (<i>Optional Deferral of Interest</i>).
Mandatory Interest Deferral:	Subject to certain limited exceptions, payment of interest on the Notes by the Issuer will be mandatorily deferred on each Mandatory Interest Deferral Date. Any such deferral shall not constitute a default by the Issuer for any purpose and will not give Noteholders, Couponholders or the Trustee any right to accelerate repayment of the Notes. Any amounts so deferred shall constitute Arrears of Interest but interest will not accrue on Arrears of Interest. See Condition 5.2 (<i>Mandatory Deferral of Interest</i>).
Optional Settlement of Arrears of Interest:	Arrears of Interest may (subject to the Solvency Condition and to receiving the prior approval of the Issuer Supervisor (if required) and provided that the intended date of such payment is not a Mandatory Interest Deferral Date), at the option of the Issuer, be paid in whole or in part at any time upon the expiry of not less than 5 days' notice to such effect given by the Issuer to the Trustee, the Principal Paying Agent and the Noteholders in accordance with Condition 12 (<i>Notices</i>). See Condition 5.3 (<i>Arrears of Interest</i>).
Mandatory Settlement of Arrears of Interest:	Arrears of Interest become due and payable by the Issuer (subject, in the case of paragraphs (i), (iii) and (iv) below, to the Solvency Condition and to receiving the prior approval of the Issuer Supervisor (if required)) in full (and not in part) on the earliest of: <ul style="list-style-type: none"> (i) the date on which the Notes are to be redeemed or purchased pursuant to any provision of Condition 7 (<i>Redemption, Purchase, Substitution and Variation</i>) (subject to any deferral of such redemption date pursuant to Condition 7.2 (<i>Issuer deferral of redemption date</i>)); or (ii) the date on which a Bankruptcy Event occurs; or (iii) the next Interest Payment Date on which a payment of interest is made on the Notes; or (iv) the next Interest Payment Date which is a Compulsory Interest Payment Date. <p>See Condition 5.3 (<i>Arrears of Interest</i>).</p>

Reduction of Subordinated Debt:

Under Norwegian legislation, the Issuer's subordinated debt (which would include principal and corresponding interest thereon in respect of the Notes) may, in certain circumstances, be cancelled, as described in Condition 3 (*Reduction of Subordinated Debt*).

The Issuer shall give not more than 30 nor less than five Business Days' prior notice to the Trustee, the Principal Paying Agent and to the Noteholders of any such cancellation of principal (and corresponding interest thereon) in respect of the Notes.

Optional redemption:

Subject as set out below under "*Deferral of redemption*", the Issuer may redeem the Notes in whole, but not in part, (i) at any time during the period from (and including) 31 March 2031 to (and including) the Reset Date or (ii) on any Interest Payment Date thereafter, in each case, at their principal amount together with any accrued interest and Arrears of Interest.

See Condition 7.4 (*Redemption at the Option of the Issuer*).

Taxation Reasons redemption, substitution and variation:

If as a result of:

- (a) any amendment to, clarification of or change (including any announced prospective change) in the laws or treaties (or regulations thereunder) of the Relevant Jurisdiction affecting taxation;
- (b) any governmental action; or
- (c) any amendment to, clarification of or change in the official position or the interpretation of any such laws, treaties, governmental action or pronouncement,

in each case, by any legislative body, court, governmental authority or regulatory body, irrespective of the manner in which such amendment, clarification or change is made known, which amendment, clarification or change is effective or such pronouncement or decision is announced on or after the Issue Date, there is, more than an insubstantial risk that:

- (i) the Issuer is, or will be, subject to more than a *de minimis* amount of other taxes, duties or other governmental charges or civil liabilities with respect to the Notes;
- (ii) the treatment of any of the Issuer's items of income or expense with respect to the Notes as reflected on the tax returns (including estimated returns) filed (or to be filed) by the Issuer will not be respected by a taxing authority, which subjects the Issuer to more than a *de minimis* amount of additional taxes, duties or other governmental charges; or
- (iii) the Issuer would be required to pay additional amounts, as provided or referred to in Condition 8 (*Taxation*),

the Issuer may at its option (subject to Conditions 7.2 (*Issuer deferral of redemption date*) and 7.8 (*Preconditions to redemption, purchase, substitution and variation*), satisfaction of the Solvency Condition and receiving the prior approval of the Issuer Supervisor (if required)), having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption):

- (A) redeem all (but not some only) of the Notes at any time at their principal amount, together with any accrued interest and Arrears of Interest; or

- (B) substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they become or remain, Qualifying Tier 2 Securities and the Trustee shall (subject to both Condition 7.11 (*Trustee role on redemption, variation or substitution*) and Condition 7.12 (*Trustee not obliged to monitor*)) upon the receipt by it of the certificates of the Authorised Signatories referred to in Condition 7.8 (*Preconditions to redemption, purchase, substitution and variation*)) agree to such substitution or variation.

See Condition 7.3 (*Taxation Reasons redemption, substitution and variation*).

**Capital
Disqualification
Event redemption,
substitution and
variation:**

If a Capital Disqualification Event has occurred and is continuing, the Issuer may at any time (subject to Conditions 7.2 (*Issuer deferral of redemption date*) and 7.8 (*Preconditions to redemption, purchase, substitution and variation*), satisfaction of the Solvency Condition and receiving the prior approval of the Issuer Supervisor (if required)), having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption):

- (A) redeem all (but not some only) of the Notes at their principal amount, together with any accrued interest and Arrears of Interest; or
- (B) substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they become or remain, Qualifying Tier 2 Securities and the Trustee shall (subject to both Condition 7.11 (*Trustee role on redemption, variation or substitution*) and Condition 7.12 (*Trustee not obliged to monitor*)) upon the receipt by it of the certificates of the Authorised Signatories referred to in Condition 7.8 (*Preconditions to redemption, purchase, substitution and variation*)) agree to such substitution or variation.

See Condition 7.5 (*Capital Disqualification Event redemption, substitution and variation*).

**Ratings Agency
Event redemption,
substitution and
variation**

If a Ratings Agency Event has occurred and is continuing, the Issuer may at any time (subject to Conditions 7.2 (*Issuer deferral of redemption date*) and 7.8 (*Preconditions to redemption, purchase, substitution and variation*), satisfaction of the Solvency Condition and receiving the prior approval of the Issuer Supervisor (if required)), having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption):

- (A) redeem all (but not some only) of the Notes at their principal amount, together with any accrued interest and Arrears of Interest; or
- (B) substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they become or remain, Qualifying Tier 2 Securities and the Trustee shall (subject to both Condition 7.11 (*Trustee role on redemption, variation or substitution*) and Condition 7.12 (*Trustee not obliged to monitor*)) upon the receipt by it of the certificates of the Authorised Signatories referred to in Condition 7.8 (*Preconditions to redemption, purchase, substitution and variation*)) agree to such substitution or variation.

See Condition 7.6 (*Ratings Agency Event redemption, substitution and variation*).

Clean-up call: If at any time 80 per cent. or more of the aggregate principal amount of the Notes has been purchased by the Issuer or any of its Subsidiaries and cancelled pursuant to these Conditions, then the Issuer may (subject to Conditions 7.2 (*Issuer deferral of redemption date*) and 7.8 (*Preconditions to redemption, purchase, substitution and variation*)), satisfaction of the Solvency Condition and receiving the prior consent of the Issuer Supervisor (if required)), having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption) redeem all (but not some only) of the Notes at their principal amount, together with any accrued interest and Arrears of Interest.

See Condition 7.7 (*Clean-up call*).

Deferral of redemption: Notwithstanding the expected maturity of the Notes, any redemption of the Notes is conditional upon satisfaction of the Solvency Condition, the Issuer having received the prior approval of the Issuer Supervisor (if required), satisfaction of Condition 7.8 (*Preconditions to redemption, purchases, substitution and variation*) and (save in certain circumstances) the relevant proposed redemption date not being a Mandatory Redemption Deferral Date.

A Mandatory Redemption Deferral Date is any date in respect of which any event has occurred and is continuing, or would occur if the payment of the relevant redemption amount was made, which under Solvency II and/or the Relevant Rules would require the Issuer to defer or suspend repayment or redemption of the Notes and/or where the Issuer Supervisor has directly notified the Issuer in writing that such deferral or suspension of repayment or redemption of the Notes is required and the Issuer Supervisor has not revoked such notification.

Events of Default: There are no events of default in respect of the Notes.

Additional Amounts: All payments in respect of the Notes and Coupons by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future Taxes imposed or levied by or on behalf of the Relevant Jurisdiction (as at the date of this Prospectus, the Kingdom of Norway or any political subdivision or any authority thereof or therein having power to tax), unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer will pay such additional amounts in respect of interest (but not in respect of principal) as may be necessary in order that the net amounts received by the Noteholders and Couponholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Notes or, as the case may be, Coupons in the absence of the withholding or deduction, subject to certain exceptions as are more fully described in Condition 8.1 (*Taxation – Payment without Withholding*).

Form: The Notes will be in bearer form and will initially be represented by the Temporary Global Note, without interest coupons or talons, which will be deposited with a common depository on behalf of Euroclear and Clearstream, Luxembourg on or about the Issue Date. Interests in the Temporary Global Note will be exchangeable for interests in the Permanent Global Note as set out in the Temporary Global Note. The Permanent Global Note will be exchangeable for Definitive Notes in the circumstances set out in the Permanent Global Note. See "*Summary of Provisions relating to the Notes while in Global Form*".

Substitution of obligor and transfer of business: The Conditions permit the Trustee to agree to the substitution in place of the Issuer of a substitute obligor in the circumstances described in Condition 13.6 (*Substitution*) without the consent of Noteholders.

Meetings and resolutions of Noteholders:	<p>The Conditions contain provisions for calling meetings (including by way of conference call) of Noteholders to consider matters affecting their interests generally, and also allow for resolutions of the Noteholders to be passed by way of written resolution.</p> <p>These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or who did not vote on the relevant resolution, as applicable, and Noteholders who voted in a manner contrary to the majority.</p>
Denominations:	The Notes will be issued in the denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000.
Governing Law:	The Trust Deed, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and the Coupons are and shall be governed by, and construed in accordance with, English law, except for Conditions 2 (<i>Status and Subordination</i>), 3 (<i>Reduction of Subordinated Debt</i>), 5.1 (<i>Optional Deferral of Interest</i>), 5.2 (<i>Mandatory Deferral of Interest</i>), 7.2 (<i>Issuer deferral of redemption date</i>) and 7.5 (<i>Capital Disqualification Event redemption, substitution and variation</i>), which shall be governed by, and construed in accordance with, Norwegian law.
Rating:	<p>The Notes are expected to be rated BBB by S&P and S&P is established in the EEA and registered under the EU CRA Regulation. The rating S&P will give to the Notes is expected to be endorsed by S&P Global Ratings UK Limited which is established in the UK and registered under the UK CRA Regulation.</p> <p>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. A revision, suspension, reduction, or withdrawal of a rating may adversely affect the market price of the Notes.</p>
Listing and Admission to Trading:	This Prospectus has been approved by the Central Bank, which is the competent authority for the purposes of the EU Prospectus Regulation as a prospectus issued for the purpose of giving information with regard to the issue of the Notes. Application has been made for the Notes to be admitted to listing on the Official List and to trading on the regulated market of Euronext Dublin and on the Euronext Dublin Green Bond Segment.
Selling Restrictions:	<p>The United States, the United Kingdom, the EEA (including the Kingdom of Norway), Singapore and Canada. See "<i>Subscription and Sale</i>".</p> <p>Category 2 selling restrictions will apply for the purposes of Regulation S under the Securities Act.</p>
Use and Estimated Net Amount of Proceeds:	An amount equal to the aggregate net proceeds of the issue of the Notes, expected to amount to €295,370,000, will be allocated towards Eligible Green Assets (as described in " <i>Use of Proceeds</i> " below).
Risk Factors:	Prospective investors should carefully consider the information set out in " <i>Risk Factors</i> " in conjunction with the other information contained or incorporated by reference in this Prospectus.
ISIN:	XS2325328313.
Common Code:	232532831.

RISK FACTORS

Any investment in the Notes is subject to a number of risks. Prior to investing in the Notes, prospective investors should carefully consider risk factors associated with any investment in the Notes, the business of the Issuer and the industry in which it operates together with all other information contained in this Prospectus, including, in particular, the risk factors described below 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 the Notes. 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 the Notes are also described below. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons and the Issuer does not represent that the risks of holding any Notes are exhaustive.

Additional risks and uncertainties relating to the Issuer that are not currently known to the Issuer, or that it currently deems immaterial, may individually or cumulatively also have a material adverse effect on the business, prospects, results of operations and/or financial position of the Issuer and, if any such risk should occur, the price of the Notes may decline and investors could lose all or part of their investment. Investors should consider carefully whether an investment in the Notes is suitable for them in light of the information in this Prospectus and their personal circumstances.

Words and expressions defined in "Conditions of the Notes" or elsewhere in this Prospectus have the same meanings in this section.

A. RISKS RELATING TO THE ISSUER AND THE STOREBRAND LIFE GROUP

Risks relating to the Storebrand Life Group's structure

1. *The Issuer is a life insurance company and is partly dependent upon its subsidiaries*

The Issuer is a life insurance company and carries on its business directly and through its subsidiaries in the Storebrand Life Group. The Swedish life insurer SPP Pension & Forsikring AB ("SPP") is the Issuer's main subsidiary. Accordingly, the Issuer is partly dependent upon receipt of funds from the other members of the Storebrand Life Group in order to fulfil its obligations under the Notes. If the Issuer does not receive such funds from time to time, this could adversely impact the Issuer's ability to fulfil its obligations in respect of the Notes.

Risks related to the markets in which the Issuer and the Storebrand Life Group operate

2. *The Storebrand Life Group is exposed to fluctuations in interest rates which could negatively impact its earnings, equity capital and financial condition*

Interest rate risk affects the Storebrand Life Group's fixed income investments, debt, derivative transactions and insurance liabilities. Fluctuations in interest rates affect returns on the Storebrand Life Group's fixed income investments and derivative transactions and their respective market values, and also the Solvency II values of insurance liabilities and debt.

The Storebrand Life Group's longer-term liability exposures arise from its guaranteed customer portfolios. There is a risk that the Storebrand Life Group may be unable to match the long-term fixed liabilities arising from the conduct of its life insurance business with long-term assets with similar durations and cash flow characteristics. In particular, investment income may also be reduced during sustained periods of lower interest rates as higher yielding fixed income securities are called, repaid at maturity or are repurchased and the proceeds are reinvested at lower rates. Consistently low market interest rates would also result in a reduction in the return on the

Storebrand Life Group's future fixed income investments, which might adversely affect the Issuer's ability to make payments on the Notes.

For example, the level of, and changes in, interest rates (including changes in the difference between the levels of prevailing short-term and long-term rates) can affect the Storebrand Life Group's interest payable on debt and economic value of insurance liabilities. The Issuer's debt financing as at 31 December 2020 amounted to NOK 8,834 million. The Issuer's liabilities for insurance and investment contracts (not including unit-linked liabilities) amounted to NOK 276,755 million as at 31 December 2020 and NOK 263,183 million as at 31 December 2019.

Note 4 in the Storebrand Life Group's consolidated financial statements for the year ended 31 December 2020 contains a stress test that shows that a 1 per cent. parallel shift in interest rates would have impacted the value of the Storebrand Life Group's company investment portfolio and guaranteed customer investment portfolio by NOK 4,021 million, equal to 1.8 per cent. of the value of those investment portfolios.

Fluctuations in interest rates may also affect the value of the technical provisions (as defined in the Solvency II Directive (as defined below), the "**Technical Provisions**") and own funds in the regulatory solvency calculations for Solvency II (as defined below). Under Solvency II, all balance sheet items are measured at fair value. The market value of Technical Provisions is equal to the sum of a best estimate and a risk margin. The best estimate is derived by discounting the expected future cash flows arising from existing insurance obligations and related expenses. The risk margin is calculated with a cost of capital method. Discounting of the cash flows is performed using discount curves that are derived consistently with the principles for the risk-free interest rate curve under Solvency II. Consequently, when market interest rates decrease, the Technical Provisions in the Solvency II balance sheet increase and own funds decrease, which may have a material adverse effect on the Issuer's financial condition. This may, in turn, adversely impact the value of the Notes.

3. ***The Storebrand Life Group's business and financial performance have been and will continue to be affected by general economic conditions in Norway, Sweden and elsewhere and the impact of COVID-19 and other adverse developments in the European or global financial markets could cause the Issuer's earnings or profitability to decline***

The Storebrand Life Group is directly and indirectly subject to inherent risks arising from general economic conditions in Norway, Sweden and other economies and the state of the global financial markets both generally and as it specifically affects financial institutions.

In recent years, the global financial markets have experienced significant disruptions and volatility as a result of, among other things, concerns regarding the overall stability of the euro area, fears related to a slowdown of the Chinese economy and uncertainty relating to the timing of monetary policy changes in the United States (the "**U.S.**"). The outbreak of the coronavirus disease ("**COVID-19**") in 2020 and the shutdowns and other restrictions implemented by authorities around the world in an attempt to contain the spread of the disease have led to an economic downturn in jurisdictions in which the Storebrand Life Group operates and the global economy more widely, as well as increased volatility in financial and other markets. The severity and duration of the resulting adverse impact on the global economy and on the value of investment assets is currently uncertain and there is no certainty that measures to restrict the spread of COVID-19 or mitigate its impacts will be effective.

In 2020, the Storebrand Life Group was itself affected by the spread of COVID-19, in addition to being affected through the direct and indirect impact of COVID-19 on its customers, counterparties, employees and other stakeholders. From the last part of February 2020 and

throughout March 2020, the pandemic, and the consequences of containment both in Norway and globally, led to financial turmoil with falling equity prices, increased credit spreads, falling interest rates and lower tradability for many financial assets. In combination with reduced oil prices, the conditions also led to a significant weakening of the Norwegian Krone. In the last three quarters of the financial year ended 31 December 2020, the financial markets and especially the equity markets have recovered, helped by supportive policy measures. However, the market turmoil has led to some negative effects for the Storebrand Life Group, for example, by way of decreased assets under management and weaker financial performance. The uncertainty regarding the financial markets and the effects from COVID-19 going forward is still higher than normal market risk.

Some actions taken by governments, central banks and/or supervisory authorities in relation to the COVID-19 outbreak could potentially impact the Storebrand Life Group business, including by limiting the Storebrand ASA Group's flexibility in relation to solvency, capital, liquidity, asset management and business strategy. For example, in April 2020 the European Insurance and Occupational Pensions Authority ("EIOPA") publicly urged insurers to suspend distributions to shareholders in the light of the COVID-19 pandemic. On this basis, Storebrand ASA suspended distributions to shareholders for the financial year ended 31 December 2019 in 2020. There is a risk that supervisory authorities could introduce additional guidance, conditions or restrictions in relation to capital requirements, distributions (including the payment of interest on the Notes) and liquidity.

The NFSA (as defined below) announced in a letter to the Norwegian Ministry of Finance (the "**Ministry of Finance**") on 21 December 2020 that it does not recommend setting a general threshold for distributions from insurers for 2020, but that it does support the request by the EIOPA that insurers maintain a cautious and prudent approach to profit distributions. The Ministry of Finance mainly agreed with the NFSA, and did not set any such general threshold for insurers in its announcement on 20 January 2021.

Supervisory authorities may also interpret their own regulatory policies and expectations so as to require, or strongly encourage, payments to be made on policies in circumstances where payments would not otherwise be required under the contractual terms of the relevant policy, which could result in increased costs, substantial legal liabilities or significant regulatory action.

The exact nature of the risks that the Storebrand Life Group continues to face as a result of the macroeconomic and global financial backdrop described above and how, and the extent to which, they ultimately will impact the Issuer and the Storebrand Life Group, is difficult to predict and guard against in light of:

- (i) the interrelated nature of the risks involved;
- (ii) difficulties in predicting whether recoveries will be sustained and at what rate; and
- (iii) the fact that the risks are totally or partially outside of the Storebrand Life Group's control.

This uncertainty in the operating environment, as well as any adverse changes in the financial markets in which the Storebrand Life Group invests, could have a material adverse effect on the Issuer's consolidated financial condition, results and cash flows in 2021 and, potentially, beyond. This, in turn, could adversely impact the Issuer's ability to fulfil its obligations in respect of the Notes.

4. ***The investment returns and financial results of the Storebrand Life Group may be affected by fluctuations in the financial markets***

Investment returns are an important part of determining the Storebrand Life Group's overall profitability and thus fluctuations in the financial markets, such as the fixed income, equity, credit and currency markets (each of which is discussed in further detail below), could have a material adverse effect on the Storebrand Life Group's consolidated results of operations, which could adversely affect the Issuer's ability to make payments on the Notes.

Although the Storebrand Life Group has a diversified investment portfolio and its exposure to countries which are having particular fiscal and economic difficulties is not currently material, and although the Storebrand Life Group continuously monitors and manages the composition of its investments in relation to the characteristics of its insurance liabilities, market risks may still be realised which could have a material adverse effect on the Storebrand Life Group's business, results of operations and financial condition and the Issuer's ability to make payments on the Notes.

The Storebrand Life Group's financial assets are invested in three main types of sub-portfolio: company portfolios, customer portfolios without a guarantee (unit-linked insurance) and customer portfolios with a guarantee. The investment returns from the portfolios affect the Storebrand Life Group's income and profit in the different ways. While returns from the company portfolios have a direct impact on the profit, returns from unit-linked insurance are at the customer's risk, meaning that the Storebrand Life Group is not directly affected by changes in value. Nevertheless, changes in value do affect the Storebrand Life Group's profit indirectly as income is based largely on the size of the reserves while the costs tend to be fixed. Accordingly, lower returns than expected from the financial markets will have a negative effect on the Storebrand Life Group's future income and profit.

The Storebrand Life Group has guaranteed a minimum annual return in the customer portfolios. As a result, failure to achieve an investment return sufficient to cover the guaranteed return could have a material adverse effect on the Issuer's financial position. If the investment return is not sufficient to meet the guaranteed return, the shortfall may be met by using customer buffers built up from previous years' surpluses. Customer buffers primarily consist of unrealised gains and additional statutory reserves in Norway (one year's interest rate guarantee) and conditional bonus in Sweden. Accordingly, if the customer buffers are insufficient, the net return for the Storebrand Life Group will be negative, which would adversely affect the Storebrand Life Group's consolidated results of operations and the Issuer's ability to make payments on the Notes.

5. ***The Storebrand Life Group is exposed to fluctuations in the prices of equity securities which could negatively affect the value of its investment portfolios, give rise to realised or unrealised losses and reduce its fee income***

Equity price risk is the risk of losses due to changes in share prices. The Storebrand Life Group is exposed to changes in the prices of equities which are generally subject to greater volatility and therefore increased risks than fixed income securities. The Issuer's total investment assets (excluding assets related to unit-linked business, where policyholders carry the investment risk) amounted to NOK 276 billion as at 31 December 2020 and NOK 263 billion as at 31 December 2019. 9 per cent. of the Issuer's guaranteed investments were allocated to equity investments, and 13 per cent. of the main subsidiary SPP's guaranteed investments were allocated to equities as at 31 December 2020.

General economic conditions and many other factors beyond the control of the Storebrand Life Group can adversely affect the equity markets and, consequently, the Issuer's ability to fulfil its obligations in respect of the Notes.

Declines in the equity markets and other financial markets may reduce unrealised gains or increase unrealised losses in the Storebrand Life Group's investment portfolios and may also reduce or eliminate the excess solvency margin of the Issuer and its insurance subsidiaries. These declines could also lead to a mismatch between the liabilities to policyholders and the value of the underlying assets notionally backing those liabilities for financial management purposes. These impacts can be exacerbated in periods of significant equity market volatility. The Storebrand Life Group seeks to manage its equity price risk by means of dynamic risk management, the objectives of which are to maintain good risk-bearing capacity and to adjust the financial risk to the buffer capital level and the Storebrand Life Group's financial strength. Although the Storebrand Life Group seeks to minimise the adverse effects of periods of market downturn and volatility by diversifying its investments, there can be no assurance that this strategy will be successful.

Note 7 to the Storebrand Life Group's consolidated financial statements for the year ended 31 December 2020 contains a stress test that shows that a 20 per cent. fall in equity prices would have impacted the value of the Storebrand Life Group's company investment portfolio and guaranteed customer investment portfolio by NOK 4,100 million, equal to 1.4 per cent. of the value of those investment portfolios as at 31 December 2020.

Equity price fluctuations may also adversely affect the Storebrand Life Group's unit-linked and asset management businesses by decreasing the value of assets under management which in turn would decrease the fee income received from customers, a significant portion of which is calculated by reference to the value of assets under management.

These factors may adversely affect the Storebrand Life Group's revenue and the ability of the Issuer to make payments in respect of the Notes.

6. ***The Storebrand Life Group is exposed to fluctuations in the general creditworthiness of issuers of the debt securities which it holds, which could negatively affect the value of the Storebrand Life Group's investment portfolios***

The Storebrand Life Group's investment returns are susceptible to changes in general economic conditions, including changes that impact the general creditworthiness of the issuers of the debt securities held in its investment portfolios. The value of fixed-income securities may be affected by, among other things, changes in an issuer's credit rating. Where the credit rating of an issuer of a debt security drops, the value of the security may also decline. Should the credit rating of an issuer drop to a level such that regulatory guidelines prohibit the holding of such securities to back insurance liabilities, the resulting disposal may lead to a significant loss being realised on the investments which may adversely affect the Storebrand Life Group's revenue and the ability of the Issuer to make payments in respect of the Notes.

7. ***The Storebrand Life Group is exposed to fluctuations in the value of the real estate investments which it holds, which could negatively affect the Storebrand Life Group's earnings, solvency and equity capital***

The value of real estate is affected by, among other things, changes in economic conditions, disposable income and interest rate levels.

The Storebrand Life Group invests in real estate, mainly in Norway and Sweden. Real estate investments are subject to various risks. In particular, rental income and real estate values are

affected by changes in general economic conditions (including interest rates and inflation), changing supply within a particular area and the attractiveness of real estate relative to other investment choices. The value of the Storebrand Life Group's real estate portfolio may also fluctuate as a result of external factors, such as changes in general political conditions, potentially adverse tax consequences, changing environmental standards and higher accounting and control expenses. The geographical concentration of the Storebrand Life Group's real estate make it more vulnerable to changes in economic and other conditions in Norway and Sweden, respectively.

Note 4 to the Storebrand Life Group's consolidated financial statements for the year ended 31 December 2020 contains a stress test that shows that a 12 per cent. fall in real estate values would have adversely impacted the value of company investment portfolio and guaranteed customer investment portfolio. These losses, NOK 2,585 million and NOK 1,224 million (for the Issuer and SPP, respectively) amount to 1.2 per cent. and 1.3 per cent., respectively, of the values of their portfolios as at 31 December 2020.

When real estate values fall, this has an immediate negative impact on the Storebrand Life Group's consolidated earnings, solvency and equity capital. Decreasing real estate values might also coincide with falling rental income, further exacerbating the negative impact decreasing real estate values might have on the future return on the Storebrand Life Group's real estate investments. This may, in turn, adversely affect the ability of the Issuer to make payments in respect of the Notes.

8. ***The Storebrand Life Group is subject to counterparty risk***

A failure by an issuer of a security or of a counterparty to a derivative or reinsurance agreement to meet its obligations could have a material impact on the Storebrand Life Group's financial position. In addition to credit risk related to single issuers, the Storebrand Life Group may be exposed to concentration risk when credit investments are affected similarly by economic scenarios or market events.

Additionally, counterparty default risk related to reinsurers arises through reinsurance receivables and through the reinsurers' portion of outstanding claims. The availability, amount and cost of reinsurance depends on general market conditions and may vary significantly. Any decrease in the amount of reinsurance cover purchased will increase the Storebrand Life Group's risk of loss.

When reinsurance is obtained, the Storebrand Life Group is still liable for those transferred risks if the reinsurer does not meet its obligations. Therefore, the inability or failure of reinsurers to meet their financial obligations could materially adversely affect the Storebrand Life Group's results of operations and financial condition. Further, counterparty default risk related to OTC-derivatives may arise if the net market value of transactions with the same counterparty is positive.

The Storebrand Life Group settles some interest rate swaps in central clearing houses, which, while mitigating bilateral counterparty risk, exposes the Storebrand Life Group to the systemic risk related to centralised clearing parties.

The realisation of any of the risks described above could have a material adverse effect on the Storebrand Life Group's business, results of operations and financial condition, and could adversely affect the Issuer's ability to make payments in respect of the Notes.

9. ***The Storebrand Life Group is exposed to fluctuations in currency exchange rates which could negatively affect its results of operations***

Currency risk is the risk that the Storebrand Life Group will incur losses due to changes in foreign currency exchange rates, which may be particularly volatile in times of financial crisis. The Storebrand Life Group's currency risk comprises both transaction risk and translation risk. The Storebrand Life Group's consolidated financial statements are denominated in NOK.

Transaction risk is the currency risk arising from contractual cash flows related to the Storebrand Life Group's insurance or investment operations or from hedges related to these cash flows. The Storebrand Life Group's transaction risk position is mainly related to SEK-denominated dividends paid by SPP. In addition, borrowings in currencies other than NOK and investments in currencies other than NOK are also sources of transaction risk as movements in currency exchange rates can affect the cost to the Storebrand Life Group in NOK of paying the dividends or servicing the borrowings and its returns from the investments.

If the Storebrand Life Group incurs losses due to fluctuations in currency exchange rates, this could adversely affect its results of operations and financial condition and the Issuer's ability to fulfil its obligations in respect of the Notes.

Translation risk arises when entities with another base currency are consolidated into the Storebrand Life Group's financial statements. The effect of changes in foreign exchange rates results in translation differences which are recognised in the consolidated comprehensive income statement and a reserve in equity and can therefore give rise to volatility in the Storebrand Life Group's total comprehensive income and total equity. Translation risk also arises within SPP from its subsidiaries whose base currency is different from that of SPP. For the Storebrand Life Group, the most material translation risks arise from SPP in the form of exposure to the exchange rate between the Swedish krona and NOK. If the Storebrand Life Group incurs losses due to fluctuations in foreign currency exchange rates, there may be an adverse effect on the Storebrand Life Group's results of operations and financial condition. Consequently, the ability of the Issuer to fulfil its obligations in respect of the Notes may be adversely impacted.

10. ***The Storebrand Life Group is subject to liquidity risk***

Liquidity risk is the risk that the Storebrand Life Group may be unable to fulfil its obligations without incurring substantial additional expense in the form of reduced prices for assets that must be realised, or in the form of expensive financing. Adverse capital and credit market conditions may negatively affect the Storebrand Life Group's ability to meet its liquidity needs, as well as its access to and the cost of capital.

The Storebrand Life Group requires a significant amount of cash to service its debt, pension and insurance commitments.

The Storebrand Life Group's ability to make payments on and to refinance its debt, and to fund working capital and capital expenditures, depend on its operating performance and ability to generate sufficient cash, including cash from the sale of investment assets. This, in turn, depends, to some extent, on general economic, financial, competitive, market, legislative, regulatory and other factors, many of which are beyond the Storebrand Life Group's control. If the Storebrand Life Group's future cash flows from operations and other capital resources are insufficient to pay obligations as they mature or to fund liquidity needs, the Storebrand Life Group may be obliged to reduce or delay its business activities and capital expenditures; sell assets; obtain additional debt or equity capital; or restructure or refinance all or a portion of its debt on or before maturity.

Any of these actions could have a material adverse effect on the Storebrand Life Group's financial condition and results of operations.

The capital and credit markets have, from time to time, experienced significant volatility and disruption. In some cases, the markets have exerted downward pressure on the availability of liquidity and credit capacity for certain issuers.

The Storebrand Life Group is restricted by law from issuing debt that does not constitute regulatory capital. In the event that available resources are not sufficient to satisfy the Issuer's business and operational needs, it might have to seek additional financing. The availability of this financing will depend on a variety of factors such as market conditions, the general availability of credit, the volume of trading activities, the overall availability of credit to the financial services industry, the Issuer's credit ratings and credit capacity, as well as the possibility that customers or lenders could develop a negative perception of the Issuer's long-term or short-term financial prospects if it were to incur large investment losses or if the level of its business activity were to decrease. Similarly, access to funds may be impaired if regulatory authorities or rating agencies take negative actions against the Issuer. There can be no assurance that internal sources of liquidity will be sufficient and, in such case, that it would be able successfully to obtain the requisite financing on commercially reasonable terms, or at all. This may, in turn, adversely affect the ability of the Issuer to make payments in respect of the Notes.

Risks relating to the Storebrand Life Group's business and operations

11. ***The Storebrand Life Group's financial results may be negatively affected by insurance claims***

The frequency and severity of incurred and reported insurance claims are an important part of the Storebrand Life Group's overall profitability and fluctuations in insurance claims can have a material effect on the Storebrand Life Group's consolidated results of operations. In addition, any unexpected adverse changes in the rate of claims inflation, cost inflation or in the cost and availability of reinsurance protection could also have a material adverse effect on the Storebrand Life Group's consolidated financial condition, results of operations and cash flows which may adversely affect the ability of the Issuer to make payments in respect of the Notes. Changes in these factors can be very difficult to predict. For example, the Issuer reported a need to strengthen its reserves by a total of NOK 12.4 billion based on the decision by the NFSA in March 2013 to introduce new mortality rates. The reason for the need to strengthen the reserves is the fact that Norwegians were expected to live longer in combination with the fact that the Issuer has insurance liabilities with lifelong disbursements. The reserve strengthening was completed in 2015.

12. ***The Storebrand Life Group is subject to a range of insurance underwriting risks which impact different segments of its business in different ways***

Insurance underwriting risk is the risk of higher than expected claims and/or unfavourable changes in the value of an insurance liability from what was expected when premiums or provisions were calculated. There are a range of insurance underwriting risks that affect the Storebrand Life Group, with the principal risk being longevity risk and other significant risks being the risk of disability and the risk of mortality.

Longevity risk is the risk of erroneously estimating life expectancy and future pension payments. Historical developments have shown that an increasing number of people attain retirement age and live longer as pensioners than was previously the case. There is a great deal of uncertainty surrounding future mortality development.

Disability risk is the risk of erroneous estimation of future illness and disability. There is uncertainty associated with the future development of disability, including disabled pensioners who have returned to the workforce.

Mortality risk is the risk of erroneous estimation of mortality or erroneous estimation of payment to surviving relatives. Over the last few years, a decrease in mortality and fewer young surviving relatives have been registered, compared with earlier years.

In the event of any erroneous estimations in any of these areas, the Storebrand Life Group may need to strengthen reserves for future expected claims to customers in order to cover necessary statutory provisions.

These insurance underwriting risks affect different segments of the Storebrand Life Group's business in different ways. For example:

- In the Guaranteed Pensions segment, the Storebrand Life Group has significant insurance risk relating to long life expectancy for group and individual insurance agreements. In addition, there is an insurance risk associated with disability and pensions left to spouses and/or children. The disability coverage in Guaranteed Pensions is primarily sold together with a retirement pension. However, the risk of mortality is low in this segment when viewed in relation to the other risks.
- In the Savings segment, the Storebrand Life Group has low insurance risk, which is largely associated with long-life risk for paid-up policies with investment options.
- In the Insurance segment, the Storebrand Life Group has insurance risk associated with disability and death. In addition, there are insurance risks associated with occupational injury, critical illness, cancer insurance, child insurance, accident insurance and health insurance. For occupational injury, the risk is primarily of errors in the assessment of the level of provisions, because the number of claim years can be up to 25 years. The risk within critical illness, cancer, accident and health insurance is considered to be limited based on the volume and underlying volatility of the products.

The amount of the Storebrand Life Group's future obligations under its insurance policies is assessed on actuarial principles by reference to assumptions with regard to the development of interest rates, mortality rates, persistency rates (being the extent to which policies remain in force and are not for any reason surrendered or transferred prior to maturity) and future levels of expenses. These assumptions may turn out to be incorrect. Changes in actuarial assumptions used by the Storebrand Life Group may lead to changes in the level of capital required to be maintained. Although the Storebrand Life Group monitors its actual experience against the actuarial assumptions it uses and applies the outcome to refine its long-term assumptions, actual amounts may vary from estimates, particularly when those payments do not occur until well into the future.

To the extent that the Storebrand Life Group's actual claims experience is less favourable than the underlying assumptions it made when pricing its policies, or it is necessary to increase provisions in anticipation of a higher rate of future claims, the amount of additional capital required (and therefore the amount of capital which can be released from the businesses) and the ability of the Storebrand Life Group to manage its businesses in an efficient manner, may be materially adversely affected.

If the assumptions underlying the reserving basis prove to be incorrect, the Storebrand Life Group may have to increase the amount of its reserves or the amount of risk reinsured or increase the amount of additional capital required (reducing the amount of capital which can be released from the businesses). If the Storebrand Life Group's reserves prove to be inadequate to cover the actual loss experience, this would lead to unpredictable and volatile financial results which could

adversely affect the Storebrand Life Group's reputation and ability to maintain or grow its customer base.

The Storebrand Life Group maintains reserves for its guaranteed life insurance business to cover its estimated ultimate liabilities. Changes in guaranteed minimum annual return impact the discounted, booked value of reserves, and hence shareholders' equity. Guaranteed minimum annual returns may not change in line with market yields and may result in sudden changes in the reported amounts even if there was no corresponding change in investment yields and the value of assets. Any insufficiencies in loss reserves for future claims and any change in reserves required as a result of changes in interest rates, mortality assumptions or other factors could adversely affect the extent to which the Storebrand Life Group can write new business and the results of operations or financial condition of the Storebrand Life Group.

Reflecting the above, any realisation of risks that are larger than anticipated at the time of pricing may have a material adverse effect on the Storebrand Life Group's business, results of operations and financial condition and may adversely affect the Issuer's ability to make payments in respect of the Notes.

For example, within the Storebrand Life Group life and workers' compensation business, the claims frequency for disability in older cohorts remains high. Storebrand Life Group has strengthened its disability reserves and implemented price increases of up to 30 per cent. in January 2020 in order to try to improve the result from the business which had been adversely affected by the claims frequency. Further price increases may be implemented if circumstances require.

13. ***The Storebrand Life Group is subject to reputational risk which it may not always be able to control and which could materially adversely affect it***

Reputational risk is the risk that adverse publicity regarding the Storebrand Life Group's business practices or associations, whether accurate or not, causes a loss of confidence in the integrity of the Storebrand Life Group. The Storebrand Life Group is dependent on the "Storebrand" brand and is thus dependent on all Storebrand ASA Group companies to maintain the strong reputation of that brand.

The Storebrand Life Group is particularly vulnerable to adverse market perception as it operates in a regulated industry where it must display a high level of integrity and maintain the trust and the confidence of its customers. The way in which the Storebrand Life Group is perceived by different stakeholders (including its shareholders, customers, debt investors, staff, business partners and the general public) may be negatively affected through the realisation of many of the other risks discussed in this section. Reputational risks may also arise through actions taken by external distribution channels used by the Storebrand Life Group and over which it only has limited control. Mismanagement, fraud or failure to satisfy fiduciary or regulatory responsibilities, or the negative publicity resulting from such activities or the accusation by a third party of such activities associated with the Storebrand Life Group or any other entity operating in its sector could have a material adverse effect on the Storebrand Life Group's business, results of operations and/or financial condition. This may, in turn, adversely impact the ability of the Issuer to make payments in respect of the Notes.

14. ***The Storebrand Life Group is subject to litigation risk***

The Storebrand Life Group faces the risk of litigation and other proceedings in relation to its business. See "*Litigation and tax disputes*" below. Even if the Issuer believes that the Storebrand

Life Group has appropriately provided for the financial effects of litigation or other proceedings, the outcomes of any litigation may differ from management expectations exposing the Storebrand Life Group to unexpected costs and losses, reputational and other non-financial consequences and diverting management attention. For example, the outcome of litigation and other proceedings may not correspond to the way the outcome is perceived by the market, and the Storebrand Life Group's reputation may be impacted in a way which adversely affects its results of operations and financial condition.

In addition, any such proceedings relating to the Storebrand Life Group's regulated businesses may expose it to increased regulatory scrutiny and oblige it to accept constraints which involve additional cost or otherwise put the Storebrand Life Group at a competitive disadvantage. Whether or not these or other proceedings are commenced or are successful, the Storebrand Life Group would be exposed to the risk of negative publicity and press speculation which, whether with or without foundation, could cause damage to its reputation and other damage to its business, including the risk that it will be subjected to greater regulatory scrutiny.

15. ***The Storebrand Life Group is subject to emerging insurance risks***

The Storebrand Life Group's business is subject to emerging insurance risks. By their nature, these risks are evolving, uncertain and difficult to quantify and COVID-19 is a recent example of an emerging risk which impacted the Storebrand Life Group, see "*The Storebrand Life Group's business and financial performance have been and will continue to be affected by general economic conditions in Norway, Sweden and elsewhere and the impact of COVID-19 and other adverse developments in the European or global financial markets could cause the Issuer's earnings or profitability to decline*". The Storebrand Life Group seeks to manage its emerging insurance risks by monitoring industry research, conducting internal assessments and scenario analyses and by incorporating these risks into its provisioning and pricing processes to the extent possible. Nevertheless, due to the difficulty in predicting these risks, future emerging insurance risks could have a material adverse effect on the Storebrand Life Group's business, results of operations and financial condition, which could adversely affect the Issuer's ability to make payments in respect of the Notes.

16. ***The Storebrand Life Group may be adversely affected by increased competition and a lack of realisation of growth expectation***

The Storebrand Life Group operates in a competitive industry. Certain competitors of the Storebrand Life Group may have greater financial resources, or offer a broader range of products, than it has or can. The Issuer believes competition will continue to intensify across all products it offers, in response to consumer demand, technological advances, the impact of consolidation, regulatory actions and other factors. The Storebrand Life Group's ability to generate appropriate returns depends significantly upon its ability to anticipate and respond appropriately to these competitive pressures.

Any general deterioration in major economics throughout the world could reduce the level of demand for the Storebrand Life Group's products and services and lead to lower realisations, increased write-downs, impairments of investments and negative fair value adjustments of assets, which may have a material adverse effect on the Storebrand Life Group's business, financial position and operating results. In the event that the Storebrand ASA Group's asset management business does not provide satisfactory or appropriate investment returns in the future, the Storebrand Life Group's customers may decide transfer to other life insurance and pension providers and it may be unable to attract new customers in significant volumes, which could have

a material adverse effect on the Storebrand Life Group's business, results of operations and/or financial condition.

Unexpected abrupt changes or already identified but internally neglected trends can cause larger than expected fluctuations in profitability when volumes, margins, costs and capital charges change and, over the long term, they may also challenge the validity of the Storebrand Life Group's business models. The external drivers behind such changes are varied, and include changes in commonly shared values, developments in the institutional and physical environment and technological innovations. Customer preferences and demand can also change unpredictably, including in reaction to external drivers. Currently the themes of sustainable business practices in general and, in particular, issues related to the environment, society and governance, are changing the preferences and values of different stakeholders and, as a result, the competitive environment is also changing in different ways. If the Storebrand Life Group's understanding of the changes needed, or its willingness and ability to act accordingly, is inadequate and competitors are more able to meet clients' and regulators' altered expectations, the Storebrand Life Group may lose significant market share.

In addition, the insurance markets throughout Europe have experienced significant changes in recent years due to the introduction of new laws and regulations, driven by the implementation of a number of insurance directives issued by the European Union. As a result, direct marketing of non-life and life insurance may be carried out on a cross-border basis which means that it has become much easier for insurance companies to operate outside their home state. The development of a single European market together with the reduction of regulatory restrictions is also facilitating the growth of new distribution systems, partially replacing the traditional reliance on insurance intermediaries such as agents.

Increased competition, changed customer preferences and altered expectations could have a material adverse effect on the Storebrand Life Group's results of operations and may adversely impact the Issuer's ability to make payments in respect of the Notes.

17. ***The Storebrand Life Group is subject to operational risk***

Operational risk is the risk of financial loss, impaired reputation or sanctions because of violations of internal or external regulations due to ineffective, inadequate or failing internal processes or systems, human error, external events or failure to comply with applicable rules and regulations.

The Storebrand Life Group's key customer service, administration, IT and back office functions are outsourced to third party providers. The Storebrand Life Group is reliant in part on the continued performance and security of these providers, including in respect of data protection and other compliance issues and the security of these providers' IT and other systems. Risks arising from outsourcing include service failure or defaults and attempts by providers to renegotiate the terms of the arrangements, particularly where they have the negotiating power to do so. Should these providers suffer service failure or defaults, the Storebrand Life Group's results of operations could be materially adversely affected.

The Storebrand Life Group is highly reliant on computer systems for its business operations. Any failure or interruption of these systems could materially harm the Storebrand Life Group's ability to carry out its business operations. The Storebrand Life Group is also dependent on its ability to adapt its computer systems to new products and business needs and is highly reliant on the networking infrastructure, including the Internet, for both the sale of products and its operations. In addition, the Storebrand Life Group's business may be materially adversely affected by computer hacking, distributed denial of service attacks and other forms of cybercrime. Technical failures, either internally or by suppliers, could lead to a severe loss of revenue and reputation.

The Storebrand Life Group must display a high level of integrity and have the trust and confidence of its customers. Any mismanagement, fraud or failure to satisfy fiduciary or regulatory responsibilities, or the negative publicity resulting from such activities or allegations of such activities associated with the Issuer or life insurance or pension industry generally could have a material adverse effect on the Storebrand Life Group's business, results of operations and/or financial condition. In particular, reputational damage to the Storebrand Life Group could adversely affect its new business sales and margins. Negative publicity in respect of the Storebrand Life Group could also potentially result in regulators subjecting its business to closer scrutiny than would otherwise be the case, which may in turn result in higher costs, sanctions and/or fines.

The Storebrand Life Group manages its capital allocation, risk management, remuneration principles, internal audit, group accounting, investor relations and legal and tax issues according to the principles set by Storebrand ASA Group and policies set by the Issuer. The Storebrand Life Group's systems and processes are designed to ensure that the operational risks associated with the its activities are appropriately monitored. Any failure or weakness in these systems, however, could adversely affect the Storebrand Life Group's financial performance and business activities and may, in certain scenarios, adversely impact the Issuer's ability to meet its obligations in respect of the Notes.

18. ***A negative ratings action could impact the Storebrand Life Group's business and its liquidity and net income***

Rating organisations assign ratings based upon a number of factors. While most of the considered factors relate to the rated issuer, some of the factors relate to general economic conditions and circumstances outside the rated issuer's control. The Issuer is rated A- (stable outlook) by S&P Global Ratings Europe Limited (“S&P”). The Issuer's rating is subject to periodic review by, and may be reviewed downwards or revoked at the sole discretion of, S&P. Any significant lowering of its ratings could have a material adverse effect on the Issuer's ability to market its products and retain its current policyholders, and may adversely affect its market penetration and sales volumes. These consequences could, depending upon the extent thereof, have a material adverse effect on the liquidity and the net income of the Issuer.

The terms on which the Issuer and its subsidiaries can raise debt and equity capital from the capital markets may also be adversely affected by a reduction in the credit ratings of the Issuer, which could result in a significant increase in its financing costs.

These factors could adversely affect the ability of the Issuer to make payments in respect of the Notes.

B. REGULATORY AND ACCOUNTING RISKS RELATING TO THE ISSUER, THE STOREBRAND LIFE GROUP AND THE STOREBRAND ASA GROUP

1. ***The Storebrand Life Group and the Storebrand ASA Group operate in a highly regulated industry in which there have been significant regulatory changes in past years***

The Storebrand Life Group is subject to government regulation primarily in Norway and Sweden, but also in other jurisdictions in which it conducts business. In particular, the Issuer is an insurance company regulated according to Solvency II. See “*Description of the Issuer – Capital*” and “*Regulatory Overview*” below. Regulatory agencies have broad jurisdiction over many aspects of these businesses, including, but not limited to (and as applicable), solvency margin, premium rates, marketing and selling practices, advertising, licensing of agents, policy forms, terms of business and permitted investments. The Storebrand ASA Group is an insurance-dominated, cross-

sectoral financial group with capital requirements in accordance with Solvency II. Storebrand ASA reports the solvency margin for the Storebrand ASA Group. See “*Description of the Issuer – Capital*” below.

Any failure by a regulated entity within the Storebrand Life Group and/or the Storebrand ASA Group to comply with regulatory requirements, including applicable minimum capital requirements, could lead to intervention by the applicable regulator which could, among other measures (and as applicable), require the relevant entity to take steps for the security of policyholders with a view to restoring regulatory capital to acceptable levels. Changes to the Solvency II Directive may also adversely affect the financial position of members of the Storebrand Life Group and/or the Storebrand ASA Group. For example, a process for evaluating the standard formula for calculation of the capital requirement is expected to be introduced during 2021.

Currently, the Storebrand Life Group is not subject to direct supervision by a national regulatory authority for Solvency II purposes. In the event of any change in the regulatory oversight of the Storebrand Life Group which results in direct supervision of the Storebrand Life Group for Solvency II purposes, the Storebrand Life Group may be required to raise further capital in order to maintain the then applicable solvency capital requirement (“**SCR**”) and the minimum capital requirement (“**MCR**”).

Although both the Issuer and the Storebrand ASA Group are well prepared for the solvency requirements, compliance with the requirements cannot be guaranteed and potential non-compliance could have a material adverse effect on the Issuer’s business, results of operations and financial condition. In addition, the failure of the Issuer and/or the Storebrand ASA Group to comply with the applicable SCR and/or MCR under Solvency II will also result in the mandatory deferral of the payment of interest and the mandatory suspension of redemption as further described under “*In certain circumstances, interest payments under the Notes may be optionally or mandatorily deferred*” and “*In certain circumstances, redemption of the Notes must be suspended*” below. This could, in turn, adversely impact the value of the Notes.

A significant regulatory action against any member of the Storebrand Life Group and/or the Storebrand ASA Group could have a material adverse effect on the Storebrand Life Group’s and/or the Storebrand ASA Group’s (as applicable) business, results of operations and/or financial condition, thereby potentially adversely impacting the SCR and MCR of the Issuer and/or the Storebrand ASA Group. In addition, financial services laws, regulations and policies currently affecting the Storebrand Life Group and/or the Storebrand ASA Group may change at any time, including in a manner which negatively affects the Storebrand Life Group’s and/or the Storebrand ASA Group’s (as applicable) business. Furthermore, neither the Storebrand Life Group nor the Storebrand ASA Group will always be able to predict the impact of future Norwegian, Swedish or other relevant overseas legislation or regulation, or changes in the interpretation or operation of existing legislation or regulation on its business, results of operations and/or financial condition and any such changes could have a material adverse effect on the Storebrand Life Group’s and/or the Storebrand ASA Group’s (as applicable) business, results of operations and/or financial condition and may result in increased costs due to the Storebrand Life Group and/or the Storebrand ASA Group (as applicable) having to establish additional compliance controls or the direct costs of compliance. Changes in government policy, legislation or regulatory interpretation applying to the financial services industry in the markets in which the Storebrand Life Group and/or the Storebrand ASA Group (as applicable) operates may adversely affect its product range, distribution channels, capital requirements and, consequently, reported results and financial condition. These changes include possible changes in government pension requirements and policies, the regulation of selling practices and solvency or other capital-related requirements.

The Ministry of Finance set as a condition for its approval of the Issuer's acquisition of SPP in 2007 that Storebrand ASA, by the end of 2009, had to file an application to maintain the group structure where Storebrand Holding AB is directly owned by the Issuer. Storebrand ASA sent an application to maintain the group structure in December 2009, but no confirmation has been received from the Norwegian Ministry of Finance that the group structure may be maintained. A change in the group structure imposed by the Norwegian authorities may have a material adverse effect on the financial condition of the Storebrand ASA Group and/or Storebrand Life Group.

2. ***The Storebrand Life Group's and/or the Storebrand ASA Group's future financial statements could be affected by changes in accounting rules***

The Issuer and the Storebrand ASA Group prepare their respective consolidated financial statements in accordance with IFRS. Changes in accounting standards, or in the interpretation of IFRS and other valuation methodologies, both specifically in relation to insurance and more generally, could have a negative impact on the results of operations and financial position, including distributable reserves and net assets, of the Issuer and/or Storebrand ASA Group.

IFRS 17 was published in May 2017 and amended in 2020. The standard is expected to take effect from 1 January 2023. Insurance companies and insurance dominated groups are under IFRS 4 permitted to delay the implementation of IFRS 9 until 1 January 2023 matching IFRS 17. IFRS 17 replaces IFRS 4 Insurance Contracts and, unlike its predecessor, contains a complete framework for the measurement and presentation of insurance contracts. Norwegian liabilities are based on book value accounting, where liabilities are discounted by the guaranteed rate of return. IFRS 17 is based on mark-to-market accounting. This may lead to a transition effect for equity and results at the point of implementation and a changed presentation of results going forward. Based on an initial, preliminary assessment, the measurement rules in IFRS 17 are expected to have a notable effect on the Storebrand ASA Group's profit and loss and balance sheet and the presentation rules may have a material impact on the financial results of the Storebrand ASA Group. IFRS 17 is expected to apply for Storebrand ASA Group. Mark to market accounting may lead to more volatility in the results of the Storebrand Life Group and the Issuer. It is still uncertain if IFRS 17 will apply for the Issuer but if it does apply, the measurement rules in IFRS 17 would be expected to have a notable effect on the Storebrand Life Group's profit and loss and balance sheet and the presentation rules may have a material impact on the financial results of the Storebrand Life Group.

C. RISKS RELATING TO THE NOTES

1. ***The Notes are long-term securities***

The Notes are scheduled to be redeemed at their principal amount on the interest payment date falling in September 2051 (the "**Maturity Date**"), **provided that** on such date that the Issuer is Solvent and will remain Solvent immediately after redemption, there is no suspension of redemption pursuant to Condition 7.2 (*Issuer deferral of redemption date*) and the preconditions to redemption set out in Condition 7.8 (*Preconditions to redemption, purchases, substitution and variation*) are fulfilled, and **provided that** the prior approval of the Issuer Supervisor (if required) has been obtained. If this is not the case, the redemption of the Notes will be suspended (see "*In certain circumstances, redemption of the Notes must be suspended*" below).

The Issuer is under no obligation to redeem the Notes at any time before the Maturity Date, and the Noteholders have no right to call for their redemption.

2. ***The Issuer's obligations under the Notes are subordinated***

The claims of Noteholders and Couponholders against the Issuer in respect of payments of principal, interest and other amounts (including, without limitation, Arrears of Interest and any

damages awarded for breach of any obligations in respect of the Notes) on the Notes will, in the event of a Bankruptcy Event, be subordinated in right of payment to the claims of all Senior Creditors (as defined in the Conditions of the Notes) of the Issuer such that the Noteholders will not receive any amounts payable in respect of the Notes until the Senior Creditors have first been satisfied in full. Noteholders will also be subject to the provisions of the insolvency laws applicable to the Issuer from time to time. In the event of a Bankruptcy Event, it is very likely that the Noteholders may recover proportionately less than the holders of unsubordinated obligations of the Issuer or may recover nothing at all. Although subordinated notes may pay a higher rate of interest than comparable notes which are not subordinated, there is a real risk that an investor in the Notes will lose all or some of his investment should the Issuer become insolvent.

3. ***Noteholders are structurally subordinated to the creditors of the Issuer's subsidiaries and are not creditors of Storebrand ASA***

The Notes are the obligations of the Issuer alone. The Issuer's subsidiaries and Storebrand ASA are separate and distinct legal entities with no obligation to pay, or provide funds in respect of, any amounts due and payable in respect of the Issuer's payment obligations under the Notes.

Payments on the Notes are structurally subordinated to all existing and future liabilities and obligations of the Issuer's subsidiaries. Claims of creditors of such subsidiaries will have priority as to the assets of such subsidiaries over the Issuer and its creditors, including the Noteholders. Neither the Conditions nor the Trust Deed contain any restrictions on the ability of the Issuer or its subsidiaries or associates to incur additional unsecured or secured indebtedness.

4. ***In certain circumstances, redemption of the Notes must be suspended***

Notwithstanding the expected maturity of the Notes, any redemption of the Notes (including any optional redemption pursuant to Condition 7 (*Redemption, Purchase, Substitution and Variation*)) is conditional upon satisfaction of the Solvency Condition, the Issuer having received the prior approval of the Issuer Supervisor (if required), satisfaction of Condition 7.8 (*Preconditions to redemption, purchases, substitution and variation*) and the relevant proposed redemption date not being a Mandatory Redemption Deferral Date. A Mandatory Redemption Deferral Date is any date in respect of which any event has occurred and is continuing, or would occur if the payment of the relevant redemption amount was made, which under Solvency II and/or the Relevant Rules would require the Issuer to defer or suspend repayment or redemption of the Notes and/or where the Issuer Supervisor has directly notified the Issuer in writing that such deferral or suspension of repayment or redemption of the Notes is required and the Issuer Supervisor has not revoked such notification. Any such deferral or suspension shall not constitute a default in respect of the Notes.

Any actual or anticipated suspension of redemption is likely to have an adverse effect on the market value of the Notes and Noteholders may receive their investment back at a later point in time than initially expected. If the Notes are not redeemed on the Maturity Date due to the reasons set out above, Noteholders will (subject to any mandatory or optional deferral of interest payments) continue to receive interest but will not receive any additional compensation for the suspension of the redemption. In addition, as a result of the redemption suspension provision of the Notes, the market price of the Notes may be more volatile than the market price of other debt securities which are not subject to such suspensions and may be more sensitive generally to adverse changes in the financial condition of the Issuer or the Ultimate Solvency II Group.

5. ***In certain circumstances, interest payments under the Notes may be optionally or mandatorily deferred***

In accordance with Condition 2.2 (*Subordination*), the interest payment obligations of the Issuer under the Notes are conditional upon the Issuer being Solvent at the time of payment, and still being Solvent immediately thereafter (the "**Solvency Condition**"). Other than in the event of Bankruptcy Event, no amount will be payable under or arising from the Notes or the Trust Deed except to the extent that the Issuer could make such payment in satisfaction of the Solvency Condition.

The Issuer shall be entitled to defer payment on any Interest Payment Date if (i) no distribution or dividend has been made on or in respect of any Junior Obligations or Parity Obligations or any

class of Storebrand ASA's share capital, or (ii) (subject as set out in the Conditions) direct or indirect, redemption, repurchase or acquisition of any Junior Obligations or Parity Obligations or any class of Storebrand ASA's share capital has been made, during the six (6) months immediately preceding such Interest Payment Date and provided such Interest Payment Date is not a Mandatory Interest Deferral Date (as described below).

In accordance with Condition 5.2 (*Mandatory Deferral of Interest*), the Issuer must defer payment of interest accrued in respect of the Notes on any Mandatory Interest Deferral Date, being each Interest Payment Date in respect of which any event has occurred and is continuing, or would occur if a payment of interest was made, which under Solvency II and/or the Relevant Rules would require the Issuer to defer or suspend Interest Payments (or, if applicable, Arrears of Interest) in respect of the Notes and/or where the Issuer Supervisor has directly notified the Issuer in writing that such deferral or suspension of payment of interest (or, if applicable, Arrears of Interest) in respect of the Notes is required and the Issuer Supervisor has not revoked such notification. Any such deferral shall not constitute a default in respect of the Notes.

All deferred interest on the Notes shall constitute Arrears of Interest in accordance with Condition 5.3 (*Arrears of Interest*). Arrears of Interest do not themselves bear interest. After the Issuer has fully paid all deferred interest on the Notes, if the Notes remain outstanding, future interest payments on the Notes may be subject to further deferral as described above.

Any actual or anticipated deferral of interest payments is likely to have an adverse effect on the market price of the Notes. In addition, as a result of the interest deferral provisions of the Notes, the market price of the Notes may be more volatile than the market prices of other debt securities on which original issue discount or interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in the financial condition of the Issuer or the Ultimate Solvency II Group.

6. ***Under certain conditions, amounts of principal and possibly interest may be written down***

Under Norwegian legislation, the Issuer's subordinated debt (which would include principal and may also include corresponding interest thereon in respect of the Notes) may, in certain circumstances, be written down, as described in Condition 3 (*Reduction of Subordinated Debt*).

The Issuer shall give not more than 30 nor less than five Business Days' prior notice to the Trustee, the Principal Paying Agent and to the Noteholders of any such write down of subordinated debt in respect of the Notes.

To the extent that only part of the outstanding principal amount of the Notes has been written down as provided above, interest will continue to accrue in accordance with the Conditions on the then remaining outstanding principal amount of the Notes.

The determination that all or part of the subordinated debt of the Issuer (including the Notes) will be subject to write down under Norwegian legislation may be unpredictable and may be outside of the Issuer's control. Accordingly, trading behaviour in respect of the Notes which are subject to such write down powers is not necessarily expected to follow trading behaviour associated with other types of securities. The exercise of such write down powers in respect of the Notes or any suggestion of any such exercise could materially adversely affect the rights of the Noteholders, the price or value of their investment in the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes and could lead to Noteholders losing some or all of the value of their investment in such Notes.

7. ***The Notes are subject to optional redemption, substitution or variation by the Issuer***

Subject to Conditions 7.2 (*Issuer deferral of redemption date*), Condition 7.8 (*Preconditions to redemption, purchases, substitution and variation*), having received the prior approval of the Issuer Supervisor (if required), and satisfaction of the Solvency Condition, the Issuer may, at its option, redeem the Notes at their principal amount together with any accrued interest and Arrears of Interest (or substitute the Notes for, or vary the terms of the Notes so that they become or remain, Qualifying Tier 2 Securities) upon the occurrence of certain events, including an adverse change in tax consequences or a Capital Disqualification Event or a Ratings Agency Event or a

Clean-up Event, as further described in Condition 7 (*Redemption, Purchase, Substitution and Variation*). In addition, subject to Conditions 7.2 (*Issuer deferral of redemption date*), 7.8 (*Preconditions to redemption, purchases, variation and substitution*), having received the prior approval of the Issuer Supervisor (if required) and satisfaction of the Solvency Condition, the Issuer may, at its option, redeem the Notes (i) at any time during the period from (and including) 31 March 2031 to (and including) the Reset Date or (ii) on any Interest Payment Date thereafter, in each case, at their principal amount together with any accrued interest and Arrears of Interest, as further described in Condition 7.4 (*Redemption, at the Option of the Issuer*). During any period when the Issuer may elect to, or is perceived to be able to, redeem the Notes, their market value generally will not rise substantially above the price at which they can be redeemed.

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

8. ***There are no events of default under the Notes***

The Conditions do not provide for events of default allowing acceleration of the Notes if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Notes, including the payment of any principal, interest and/or other amounts when due, investors will not have any right of acceleration in respect of the Notes and no right to enforce such payment obligations.

9. ***Substitution or variation of the Notes without Noteholder consent***

Subject as provided in Condition 7 (*Redemption, Purchase, Substitution and Variation*), the Issuer may, at its option and without the consent or approval of Noteholders, elect to substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they become or remain, Qualifying Tier 2 Securities (i) in the event of certain changes in the tax treatment of the Notes or payments thereunder, (ii) following the occurrence of a Capital Disqualification Event, or (iii) following the occurrence of a Ratings Agency Event.

Qualifying Tier 2 Securities are securities issued by the Issuer that have, *inter alia*, terms not materially less favourable to the Noteholders than the terms of the Notes (as reasonably determined by the Issuer in consultation with an independent investment bank of international standing). There can be no assurance that, due to the particular circumstances of each Noteholder, any Qualifying Tier 2 Securities will be as favourable to each Noteholder in all respects or that, if it were entitled to do so, a particular Noteholder would make the same determination as the Issuer as to whether the terms of the relevant Qualifying Tier 2 Securities are not materially less favourable to Noteholders than the terms of the Notes. The Issuer bears no responsibility towards the Noteholders for any adverse effects of such substitution or variation (including, without limitation, with respect to any adverse tax consequences suffered by any Noteholder).

10. ***Changes to Solvency II or other applicable law or regulation may increase the risk of the deferral of interest payments, suspension of redemption or the occurrence of a Capital Disqualification Event***

Solvency II requirements adopted in Norway, whether as a result of further changes to Solvency II or changes to the way in which the Issuer Supervisor interprets and applies these requirements to the Issuer and/or the Ultimate Solvency II Group (as the case may be) may change. Any such changes, either individually and/or in aggregate, may lead to further unexpected requirements in relation to the calculation of the Solvency Capital Requirement and/or Minimum Capital Requirement, and such changes may make the applicable regulatory capital requirements more onerous. Such changes that may occur in the application of Solvency II in Norway subsequent to the date of this Prospectus and/or subsequent changes to such rules and other variables may individually or in aggregate negatively affect the calculation of the Solvency Capital Requirement and/or Minimum Capital Requirement and thus increase the risk of deferral of interest payments, suspension of redemption, or, alternatively, trigger a Capital Disqualification Event and subsequent redemption of the Notes by the Issuer. Any actual or anticipated deferral of interest payments and any actual or anticipated suspension of redemption is likely to have an adverse effect

on the market price of the Notes. See “*In certain circumstances, interest payments under the Notes may be optionally or mandatorily deferred*” and “*In certain circumstances, redemption of the Notes must be suspended*” above.

Additionally, the Issuer may be required to raise further capital pursuant to applicable law or regulation or the official interpretation thereof in order to maintain the then applicable Minimum Capital Requirement and Solvency Capital Requirement.

Changes to Solvency II requirements may also increase the likelihood of a Capital Disqualification Event and subsequent early redemption of the Notes by the Issuer. A Capital Disqualification Event will occur if, as result of any replacement of or change to (or change to the interpretation by any court or authority entitled to do so of) the Relevant Rules after the Issue Date, the Issuer Supervisor has stated in writing to Issuer and/or Storebrand ASA that all or any part of the Notes are no longer capable of (i) counting as cover for capital requirement or being treated as own funds applicable to the Issuer and/or the Ultimate Solvency II Group (as appropriate) (whether on a solo or group basis) or (ii) counting as Tier 2 Capital for the purposes of the Issuer and/or the Ultimate Solvency II Group (as appropriate) (whether on a solo or group basis). Therefore, a Capital Disqualification Event would occur if, as a result of changes to the Solvency II requirements as described above, only part of the principal amount of the Notes qualifies as Tier 2 Capital of the Issuer and/or the Ultimate Solvency II Group (as appropriate). During any period when the Issuer may elect to, or is perceived to be able to, redeem the Notes, their market value generally will not rise substantially above the price at which they can be redeemed. See “*The Notes are subject to optional redemption, substitution or variation by the Issuer*”.

11. ***The Solvency Capital Requirement ratio and the Minimum Capital Requirement ratio will be affected by the Issuer's and the Ultimate Solvency II Group's respective financial conditions and business decisions. In making any such decisions, the Issuer's and/or the Ultimate Solvency II Group's interests may not be aligned with those of the Noteholders and the financial condition of the Ultimate Solvency II Group may be affected by factors outside of the control of the Issuer***

The Solvency Capital Requirement ratio and Minimum Capital Requirement ratio could be affected by a number of factors, including the financial condition of the Issuer, the Storebrand Life Group and the Ultimate Solvency II Group. In the case of the Ultimate Solvency II Group, the Issuer may have no control over factors that affect the financial condition of the Ultimate Solvency II Group. In addition, the Solvency Capital Requirement ratio and Minimum Capital Requirement ratio will also depend on the Issuer's or the Ultimate Solvency II Group's respective decisions relating to their respective businesses and operations, as well as the management of their respective capital positions. None of the Issuer, the members of the Storebrand Life Group or the members of the Ultimate Solvency II Group will have any obligation to consider the interests of the Noteholders in connection with the strategic decisions of the Issuer, of the Storebrand Life Group or of the Ultimate Solvency II Group, including in respect of capital management. Noteholders will not have any claim against the Issuer, any other member of the Storebrand Life Group or the Ultimate Solvency II Group relating to decisions that affect the respective businesses and operations of the Issuer or the members of the Ultimate Solvency II Group, including their respective capital positions. Such decisions could cause Noteholders to lose all or part of the value of their investment in the Notes.

12. ***The Notes may not be a suitable investment for all investors seeking exposure to green assets***

As described in “*Use of Proceeds*” below, the Issuer's intention is to apply an amount equal to the net proceeds of the issue of the Notes to finance and/or refinance Eligible Green Assets (as further described in the Issuer's Green Bond Framework). Prospective investors who intend to invest in the Notes must determine for themselves the relevance of the information in this Prospectus for the purpose of determining whether an investment in the Notes satisfies their requirements as regards investing in “green bonds”, “green” or “sustainable” or similarly labelled assets (“**green assets**”). No assurance is given by the Issuer, the Joint Bookrunners or the Sole Green Structuring Agent to the Issuer that the use of an amount equal to the net proceeds of the Notes will meet or continue to meet on an ongoing basis investor requirements, investment criteria or expectations regarding investment in green assets, or that any adverse environmental, social or other impacts will not occur during the implementation of any Eligible Green Assets. The use of such proceeds may not 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 assets as further described in the Issuer's Green Bond Framework).

There is currently no clearly defined legal, regulatory or other definition of "green assets" or market consensus as to what attributes are required for a particular asset to be classified as a "green asset", nor can any assurance be given that such a clear definition or consensus will develop over time. A basis for the determination of such a definition has been established in the EU with the publication in the Official Journal of the EU on 22 June 2020 of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 (the "**Sustainable Finance Taxonomy Regulation**") on the establishment of a framework to facilitate sustainable investment (the "**EU Sustainable Finance Taxonomy**"). The EU Sustainable Finance Taxonomy is subject to further development by way of the implementation by the European Commission through delegated regulations of technical screening criteria for the environmental objectives set out in the Sustainable Finance Taxonomy Regulation. While the Green Bond Framework is expected to be in alignment with the relevant objectives for the EU Sustainable Finance Taxonomy, until the technical screening criteria for such objectives have been developed it is not known whether the Green Bond Framework will satisfy those criteria. No assurance is or can be given by the Issuer, the Joint Bookrunners or the Sole Green Structuring Agent to the Issuer that the eligibility criteria for Eligible Green Assets will satisfy any requisite criteria determined under the Sustainable Finance Taxonomy Regulation or within the EU Sustainable Finance Taxonomy at any time.

In addition, the requirements of any such definition may evolve from time to time, and, as such, the use of the proceeds of the Notes may not meet any or all Noteholders expectations regarding such green assets or other equivalently-labelled performance objectives.

Furthermore, there can be no assurance that any Eligible Green Assets 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 when making its assessment whether or not to apply any proceeds of the Notes (or amounts equal thereto) to such Eligible Green Assets. Neither the Joint Bookrunners nor the Sole Green Structuring Agent to the Issuer have undertaken, and they are not responsible for, any assessment of the eligibility criteria for any Eligible Green Assets, green assets, any verification of whether the Notes meet such eligibility criteria or the monitoring of the use of proceeds (or amounts equal thereto) of the Notes.

The Issuer has appointed Sustainalytics B.V. (a wholly-owned subsidiary of Morningstar Inc.) to issue a Second Party Opinion as to the eligibility of the Issuer's Green Bond Framework in accordance with the International Capital Market Association Green Bond Principles 2018. The Second Party Opinion is only current as at the date it is released and may be updated, suspended or withdrawn by Sustainalytics B.V. at any time. Material changes to, or withdrawal of, the Second Party Opinion may affect the value of the Notes and may have consequences for investors with portfolio mandates to invest in green assets. Currently the providers of green evaluations are not subject to any specific regulatory regime or other oversight. Prospective investors must determine for themselves the relevance of the Second Party Opinion and/or the information contained therein and/or the provider of the Second Party Opinion for the purpose of any investment in the Notes. The Second Party Opinion is not a recommendation to buy, sell or hold the Notes. The Second Party Opinion is not incorporated in, and does not form part of, this Prospectus.

It would not be an event of default under the Notes if the Issuer were to fail to observe the use of proceeds of the Notes (or amounts equivalent thereto) as specified in this Prospectus or to fulfil its intentions as regards reporting. Furthermore, any such failure will not (i) give rise to any claim of a Noteholder against the Issuer or any other person, (ii) require or permit the Issuer to redeem the Notes or (iii) affect the qualification of the Notes as Tier 2 capital.

While it is the intention of the Issuer to apply an amount equal to the net proceeds of issue of the Notes for Eligible Green Assets in, or substantially in, the manner described in this Prospectus and the Issuer's Green Bond Framework, there can be no assurance that the relevant Eligible Green Assets will be capable of being implemented in such manner or in accordance with any particular

timing schedule and accordingly that such amounts will be totally or partially disbursed for such Eligible Green Assets, nor that the Eligible Green Assets will meet the eligibility criteria as set out in the Issuer's Green Bond Framework or otherwise satisfy any eligibility or investment criteria for any investor or prospective investor in the Notes. Any failure by the Issuer to apply the net proceeds of the Notes (or an amount equal thereto) for Eligible Green Assets could have an adverse impact on its reputation and its ability to access green or sustainable financing markets in the future.

A request has been made for the Notes to be listed and admitted to trading on the Euronext Dublin Green Bond Segment. No representation or assurance can be given 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 Eligible Green Assets, nor that such listing or admission to trading will be maintained during the term of the Notes. The criteria for acceptance onto any such market may change from time to time. 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. In the event of any actual or anticipated removal of the Notes from any such market, or if access to any such market is sought and refused, that could have a material adverse effect on the market price of the Notes.

Any such event or failure to apply an amount equal to the net proceeds of the issue of the Notes for any Eligible Green Assets as aforesaid or withdrawal or material modification of the Second Party Opinion, or if the Eligible Green Assets do not satisfy the eligibility criteria set out in the Issuer's Green Bond Framework or otherwise fail to satisfy any investor or industry framework or requirements for green assets, that may have a material adverse effect on the value of the Notes or result in adverse consequences for certain investors with portfolio mandates to invest in "green assets". For the avoidance of doubt, it is however specified that payments of principal and interest (as the case may be) on the Notes shall not depend on the performance of the relevant Eligible Green Asset.

13. ***Set-off risk***

Subject to applicable law, no Noteholder who shall be indebted to the Issuer shall be entitled to exercise any right of set-off or counterclaim against moneys owed to the Issuer in respect of such indebtedness.

14. ***The Issuer's obligation to gross-up payments under the Notes is limited***

Pursuant to Condition 8 (*Taxation*), the Issuer's obligation to pay additional amounts in respect of any withholding or deduction in respect of any Taxes imposed by or on behalf of a Relevant Jurisdiction (as of the date of this Prospectus, the Kingdom of Norway or any political subdivision or any authority thereof or therein having power to tax) applies only to payments of interest and not to payments of principal.

As such the Issuer would not be required to pay any additional amounts under the terms of the Notes to the extent any withholding or deduction applies to payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal under the Notes, Noteholders will receive less than the full amount which would otherwise be due to them under the Notes and the market value of the Notes may be adversely affected.

15. ***Regulation and reform of "benchmarks" could adversely affect the Notes***

Rates and indices which are deemed to be "benchmarks", such as EURIBOR, are the subject of ongoing national, international and other regulatory guidance and proposals for reform, with further changes anticipated. 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 the Notes.

The EU Benchmark Regulation to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. The EU Benchmark Regulation could have a material impact on any Notes linked to a "benchmark" rate or index, in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the terms of the EU Benchmark Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level, or affecting the volatility of the published rate or level, of the benchmark. More broadly, any of the international, national or other proposals for reform, 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 effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the discontinuance or unavailability of quotes of certain "benchmarks".

There is also a risk that certain benchmarks may continue to be administered but may in time become obsolete. On 21 September 2017, the European Central Bank announced that it would be part of a new working group tasked with the identification and adoption of a "risk free overnight rate" which can serve as a basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area. On 13 September 2018, the working group on Euro risk-free rates recommended the new Euro short-term rate ("€STR") as the new risk-free rate for the euro area. The €STR was published for the first time on 2 October 2019. Although EURIBOR has been reformed in order to comply with the terms of the EU Benchmark Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

Following the implementation of any such potential reforms, the manner of administration of benchmarks may change, with the result that they may perform differently than in the past, or the benchmark could be eliminated entirely, or there could be other consequences that cannot be predicted. The elimination of the EURIBOR benchmark or any other benchmark or changes in the manner of administration of any benchmark or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on the Notes linked to such benchmark. Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the Notes, the return on the Notes and the trading market for securities (including the Notes) based on the same benchmark.

The Conditions provide for certain fallback arrangements in the event that a Benchmark Event occurs, including if the Original Reference Rate ceases to be published for at least five Business Days as a result of ceasing to be calculated, administered or published, or if the Agent Bank is no longer permitted lawfully to calculate interest on any Notes by reference to such benchmark. Such fallback arrangements include the possibility that the rate of interest could be set by reference to a successor rate or an alternative reference rate with or without an adjustment spread and may include amendments to the Conditions to ensure the proper operation of the successor or replacement benchmark, all as determined by the Issuer (acting in good faith and in consultation with an Independent Adviser) without any requirement for the consent or approval of Noteholders, as described in Condition 4.8 (*Benchmark Replacement*). An adjustment spread, if applied could be positive, negative or zero and, to the extent an adjustment spread is not recommended by any Relevant Nominating Body or determined to be in customary market usage in international debt capital markets transactions which reference the Original Reference Rate, may be determined by the Issuer (acting in good faith and in consultation with an Independent Adviser) with a view to reducing or eliminating, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders or Couponholders arising out of the replacement of the Original Reference Rate. However, it may not be possible to determine or apply an adjustment spread and even if an adjustment is applied, such adjustment spread may not be effective to reduce or eliminate economic prejudice to investors. If no adjustment spread can be determined, a successor rate or alternative reference rate may nonetheless be used to determine the rate of interest. The use of a successor rate or alternative reference rate (including with the application of an adjustment spread) will still result in any Notes linked to or referencing a benchmark performing differently (which may include payment of a lower rate of interest) than they would if the benchmark were to continue to apply in its current form. If, following the

occurrence of a Benchmark Event: (i) the Issuer is unable to appoint an Independent Adviser; (ii) no successor rate or alternative reference rate is determined; or (iii) in the Issuer's determination, the determination or implementation of a successor rate, an alternative reference rate, the applicable adjustment spread or any consequential amendments could reasonably be expected to, in respect of the Notes, prejudice their qualification as Tier 2 Capital of the Issuer or the Ultimate Solvency II Group, then the ultimate fallback rate of interest for the purposes of calculation of the Floating Rate of Interest for a particular Interest Period may result in the Floating Rate of Interest for the immediately preceding Interest Period being used (unless such immediately preceding Interest Period ended prior to the Reset Date, in which case the Floating Rate of Interest shall be the last observable Screen Rate as determined by the Agent Bank plus the Margin). This may result in the effective application of a fixed rate for the Notes based on the last Floating Rate of Interest or the last observable Screen Rate. In addition, due to the uncertainty concerning the availability of successor rates and alternative reference rates and the involvement of an Independent Adviser, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time. No successor rate or alternative reference rate will be adopted to the extent that it could reasonably be expected to result in the Notes ceasing to be eligible, in whole or in part, to qualify for inclusion in the Tier 2 Capital of the Issuer or the Ultimate Solvency II Group (as the case may be).

Any such consequences could have a material adverse effect on the value of and return on the Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes. Investors should consider these matters and consult their own independent advisers when making their investment decision with respect to the Notes.

16. ***No limitation on issuing further debt and guarantees***

There is no restriction on the amount of debt which the Issuer may issue ranking equal or senior to the obligations under or in connection with the Notes (subject in certain cases to prior approval from the Issuer Supervisor) and there is no restriction on the amount of guarantees which the Issuer may issue ranking equal or senior to the obligations under or in connection with the Notes. Such issuance of further debt and guarantees may reduce the amount recoverable by the Noteholders upon insolvency or winding-up of the Issuer or may increase the likelihood that payments of the principal amount or interest under the Notes will be mandatorily suspended or deferred or may, in the case of interest payments, be deferred at the option of the Issuer.

In addition, the Notes do not contain any "negative pledge" or similar clause, meaning that the Issuer and its subsidiaries may pledge its or their assets to secure other obligations without granting similar security in respect of the Notes.

17. ***Change of law***

The Conditions are based on English and Norwegian law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English or Norwegian law or administrative practice after the date of this Prospectus.

18. ***Integral multiples of less than €100,000***

The denominations of the Notes are €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. Accordingly, it is possible that the Notes may be traded in amounts that are not integral multiples of €100,000. In such a case, a holder who, as a result of such trading, holds an amount which is less than €100,000 in such holder's account with the relevant clearing system at the relevant time may not receive a Definitive Note in respect of such holding (should Definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts €100,000.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination which is not an integral multiple of EUR100,000 may be illiquid and difficult to trade.

19. ***Meetings of Noteholders, modification and waiver***

The Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Conditions also provide that the Trustee may, without the consent of the Noteholders or Couponholders, agree to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the Conditions or any of the provisions of the Trust Deed. Additionally, the Issuer may, subject to Condition 4.8 (*Benchmark Replacement*), vary or amend these Conditions, the Trust Deed and/or the Agency Agreement to give effect to certain amendments without any requirement for the consent or approval of Noteholders, see "*Regulation and reform of "benchmarks" could adversely affect the Notes*".

20. ***Substitution of obligors and transfer of business***

The Conditions provide that the Trustee may, without the consent of the Noteholders, agree to the substitution of another company as principal debtor under the Notes in place of the Issuer in the circumstances described in Condition 13.6 (*Substitution*).

21. ***Potential Conflicts of Interest***

All or some of the Joint Bookrunners and, as the case may be, the Trustee, the Agent Bank and their respective affiliates (including their parent companies) have and/or may in the future engage, in investment banking, commercial banking and/or other financial advisory and commercial dealings with the Issuer or other member of the Ultimate Solvency II Group and in relation to securities issued by any of them. They have or may, in the ordinary course of their business, (i) engage in investment banking, trading or hedging activities including activities that may include prime brokerage business, financing transactions or entry into derivative transactions, (ii) act as underwriters in connection with offering of shares or other securities issued by any entity of the Issuer or other member of the Ultimate Solvency II Group or (iii) act as financial advisers to the Issuer or other member of the Ultimate Solvency II Group. In the context of these transactions, certain of such Joint Bookrunners have or may hold shares or other securities issued by entities of the Issuer or other member of the Ultimate Solvency II Group. Where applicable, they have or will receive customary fees and commissions for these transactions.

Certain of the Joint Bookrunners or their affiliates that have a lending relationship with the Issuer or other member of the Ultimate Solvency II Group, routinely hedge their credit exposure to the Issuer or other member of the Ultimate Solvency II Group consistent with their customary risk management policies. Typically, such Joint Bookrunners and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such positions could adversely affect future trading prices of the Notes. The Joint Bookrunners 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.

Each of the Issuer or other member of the Ultimate Solvency II Group, and the Joint Bookrunners may from time to time be engaged in transactions involving an index or related derivatives which may affect the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

Potential conflicts of interest may arise between the Agent Bank and the Noteholders, including with respect to certain discretionary determinations and judgments that such Agent Bank may make pursuant to the Conditions that may influence the amount receivable upon redemption of the Notes. In particular, whilst the Agent Bank will have information barriers and procedures in place to manage conflicts of interest, it may in its other banking activities from time to time be engaged in transactions involving an index or related derivatives which may affect amounts receivable by Noteholders during the term and on the maturity of the Notes or the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

22. ***Credit ratings may not reflect all risks***

The Notes are expected to be rated BBB by S&P and such rating has been endorsed by S&P Global Ratings UK Limited. S&P is established in the EEA and registered under the EU CRA Regulation. As such, S&P appears on the latest update of the list of registered credit rating agencies (as of the date of this Prospectus) on the ESMA website <http://www.esma.europa.eu>. The rating S&P will give to the Notes is expected to be endorsed by S&P Global Ratings UK Limited which is established in the UK and registered under the UK CRA Regulation.

The rating may not reflect the potential impact of all risks related to the structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be suspended, revised or withdrawn by the rating agency at any time. Any adverse change in an applicable credit rating could adversely affect the trading price for the Notes. In addition, rating agencies other than S&P could seek to rate the Notes and if such unsolicited ratings are lower than the comparable ratings assigned to the Notes by S&P, those unsolicited ratings could have an adverse effect on the value and the marketability of the Notes.

23. ***Fixed/Floating Rate Notes and Interest rate risks***

The Notes bear interest at a fixed rate to but excluding the Reset Date.

During that time, Noteholders are exposed to the risk that the price of such Notes may fall because of changes in the market yield. While the nominal interest rate (i.e. the coupon) of the Notes is fixed until (but excluding) the Reset Date, the market yield typically changes on a daily basis. As the market yield changes, the price of the Notes changes in the opposite direction. If the market yield increases, the price of the Notes falls. If the market yield falls, the price of the Notes increases. Noteholders should be aware that movements of the market yield can adversely affect the price of the Notes and can lead to losses for the Noteholders.

Noteholders should also be aware that the market yield has two components, namely the risk-free rate and the credit spread. The credit spread is reflective of the yield that investors require in addition to the yield on a risk-free investment of equal tenor as a compensation for the risks inherent in the Notes. The credit spread changes over time and can decrease as well as increase for a large number of different reasons.

The market yield of the Notes can change due to changes in the credit spread, the risk-free rate, or both.

If the Notes are not called by the Reset Date, the Notes will bear interest at a floating rate from, and including, the Reset Date to, but excluding, the Maturity Date. The floating rate applicable to the Notes from (and including) the Reset Date is based on two components, namely 6-month EURIBOR and the Margin. The floating rate (i.e. the coupon) is payable semi-annually, and will be set immediately prior to any floating Interest Period to the then prevailing 6-month EURIBOR rate plus the Margin.

Noteholders should be aware that the floating rate interest income is subject to changes to 6-month EURIBOR and therefore cannot be anticipated. Hence, Noteholders are not able to determine a definite yield of the Notes at the time of purchase, so that their return on investment cannot be compared with that of investments in simple fixed rate (i.e. fixed rate coupons only) instruments.

Since the Margin is fixed at the Issue Date, Noteholders are subject to the risk that the Margin does not reflect the spread that investors require in addition to 6-month EURIBOR as a compensation for the risks inherent in the Notes (market spread). The market spread typically changes on a daily basis. As the market spread changes, the price of the Notes changes in the opposite direction. A decrease in the market spread has a positive impact on the price of the Notes; an increase in the market spread has a negative impact on the price of the Notes. However, the price of the Notes is subject to changes in the market spread, changes in 6-month EURIBOR or both. Noteholders should be aware that movements in the market spread can adversely affect the price of the Notes and can lead to losses for the Noteholders.

In addition, Noteholders are exposed to reinvestment risk with respect to proceeds from coupon payments or early redemptions by the Issuer. If the market yield (or market spread respectively) declines, and if Noteholders want to invest such proceeds in comparable transactions, Noteholders will only be able to reinvest such proceeds in comparable transactions at the then prevailing lower market yields (or market spreads respectively).

24. ***The market value of the Notes could decrease if the creditworthiness of the Issuer or the Ultimate Solvency II Group worsens***

If the likelihood that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due decreases, for example, because of the materialisation of any of the risks regarding the Issuer or the Ultimate Solvency II Group, the market value of the Notes may suffer. In addition, even if the likelihood that the Issuer will be in position to fully perform all obligations under the Notes when they fall due has not actually decreased, market participants could nevertheless have a different perception.

In addition, the market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business as the Issuer or the Ultimate Solvency II Group could adversely change. If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialisation of the aforementioned risk. Under these circumstances, the market value of the Notes may decrease.

25. ***There is no active trading market for the Notes***

The Notes are new securities which may not be widely distributed and for which there is currently no active trading market. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer or other members of the Ultimate Solvency II Group. Although applications have been made for the Notes to be admitted to listing on the Official List and trading on the regulated market of Euronext Dublin, there is no assurance that such applications will be accepted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for the Notes.

26. ***Exchange rate risks and exchange controls***

The Issuer will pay principal and interest on the Notes in Euros. 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 Euros. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the euro would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

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

27. ***Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer***

The Notes will be represented by the Global Notes except in certain limited circumstances described in the Permanent Global Note. The Global Notes will be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Except in certain limited circumstances described in the Permanent Global Note, investors will not be entitled to receive definitive Notes. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by the Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

The Issuer will discharge its payment obligations under the Notes by making payments to or to the order of the common depositary for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies.

28. ***Legal investment considerations may restrict certain investments***

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

D. RISKS RELATING TO TAXATION

Set out below is a brief description of certain risks relating to taxation, generally:

1. ***Changes in tax legislation may result in adverse tax consequences for the Storebrand Life Group***

Tax rules, including those relating to the insurance industry, and their interpretation, may change, possibly with retrospective effect, in any of the jurisdictions in which the Storebrand Life Group operates. Significant tax disputes with tax authorities, and any change in the tax status of any member of the Storebrand Life Group or in taxation legislation or its scope or interpretation could increase the tax burden of the Storebrand Life Group and could have a negative effect on the financial position and the net result. In particular:

- Significant additional tax liabilities of the Storebrand Life Group may arise from inaccurate estimates as to tax provisions, tax refund claims, tax reserves and deferred tax items. In addition, (partial) non-recognition of technical reserves for tax purposes could lead to additional tax liabilities. Further, changes in corporate tax rates might affect the value of deferred tax assets and liabilities.
- Internal restructurings within the Storebrand Life Group can subject the Storebrand Life Group to unanticipated tax problems. Tax authorities and/or tax courts could classify certain restructuring measures in a manner which results in additional tax liabilities or the loss of other tax benefits for the Storebrand Life Group.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the Central Bank contain the following information that shall be deemed to be incorporated in, and form part of, this Prospectus:

- (a) the following sections of the Storebrand ASA Annual Report 2020 (available at https://www.storebrand.no/en/investor-relations/annual-reports/_attachment/inline/e9680a39-b286-4c11-802c-a3bd332322d4:db282d620aa23ebb418c7bd4eb59a13040248b5/2020-annual-report-storebrand-asa-230321.pdf):

Storebrand ASA Group

Income statement.....	Page 78
Statement of total comprehensive income.....	Page 79
Statement of Financial Position.....	Pages 80 and 81
Statement of changes in equity.....	Page 82
Statement of cash flow	Pages 83 and 84
Notes.....	Pages 85 to 162

Storebrand ASA

Income statement.....	Page 163
Statement of total comprehensive income.....	Page 163
Statement of Financial Position.....	Page 164
Statement of changes in equity.....	Page 165
Statement of cash flow	Page 166
Notes.....	Pages 167 to 179
Audit report.....	Pages 181 to 187

- (b) the following sections of the Storebrand ASA interim report 4th quarter 2020 (available at https://www.storebrand.no/en/investor-relations/quarterly-reporting/storebrand-asa/2020/_attachment/inline/ba749d5b-b275-4da2-bb92-8fab37c058fa:a4396d6d66b1e39e6b27835f25af4d37424acb52/2020-4q-interim-report-storebrand-asa.pdf.pdf):

Financial Performance Business Areas

Storebrand Group	Pages 3 to 6
Savings	Pages 6 and 7
Insurance	Pages 8 and 9
Guaranteed pension	Pages 10 and 11
Other	Page 12
Balance sheet, solidity and capital adequacy	Pages 13 and 14

Storebrand ASA Group

Income statement.....	Page 18
Statement of total comprehensive income.....	Page 19
Statement of Financial Position.....	Pages 20 and 21
Statement of changes in equity.....	Page 22
Statement of cash flow.....	Page 23
Notes.....	Pages 24 to 40

Storebrand ASA

Income statement.....	Page 41
Statement of total comprehensive income.....	Page 41
Statement of Financial Position.....	Page 42
Statement of changes in equity.....	Page 43
Statement of cash flow.....	Page 44
Notes.....	Page 45

- (c) the following sections of the Storebrand ASA Annual Report 2019 (available at https://www.storebrand.no/en/investor-relations/annual-reports/_attachment/inline/d0e9764c-1757-4fe1-a96b-c71c90a998a4:7cf55a6b7cc6fcd106f6bad885985c4c3608b11d/2019-annual-report-storebrand-asa.pdf):

Key Performance Indicators.....	Page 33
Definitions of Key Performance Indicators.....	Page 222
Storebrand ASA Group	
Income statement.....	Page 86
Statement of total comprehensive income.....	Page 87
Statement of Financial Position.....	Pages 88 and 89
Statement of changes in equity.....	Page 90
Statement of cash flow.....	Pages 91 and 92
Notes.....	Pages 93 to 170
Audit report.....	Pages 189 to 195

- (d) the following sections of the Storebrand Livforsikring AS Annual Report 2020 (available at https://www.storebrand.no/en/investor-relations/annual-reports/_attachment/inline/971b8965-f350-448f-9b73-98ad65581944:3265808d19d25f858f4f73615740818289e937e6/2020-annual-report-storebrand-livforsikring.pdf):

Storebrand Life Group

Statement of Comprehensive income.....	Pages 26 and 27
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Statement of financial position.....	Pages 28 and 29
Statement of change in equity	Page 30
Statement of cash flow	Page 31
Issuer	
Statement of Comprehensive income	Pages 32 and 33
Statement of financial position.....	Pages 34 and 35
Statement of change in equity	Page 36
Statement of cash flow	Page 31
Notes.....	Pages 37 to 132
Audit report.....	Pages 134 to 140

- (e) the following sections of the Storebrand Livforsikring AS interim report 4th quarter 2020 (available at https://www.storebrand.no/en/investor-relations/quarterly-reporting/storebrand-livsforsikring-as/_attachment/inline/2335a1f8-f327-4c6c-abbe-487835c85796:5fb9bd96124679c8f5635265fbcc4634f0144d58/2020-4q-interim-report-storebrand-livsforsikring.pdf.pdf):

Financial Performance Business Areas

Storebrand Livforsikring Group	Pages 3 and 4
Savings	Page 5
Insurance	Pages 6 and 7
Guaranteed pension	Pages 8 and 9
Other	Page 10
Balance sheet, solidity and capital adequacy	Pages 11 and 12

Storebrand Life Group

Statement of total comprehensive income.....	Pages 15 and 16
Statement of Financial Position.....	Pages 17 and 18
Statement of changes in equity.....	Page 19
Statement of cash flow	Page 20

Issuer

Statement of cash flow	Page 20
Statement of total comprehensive income.....	Pages 21 and 22
Statement of Financial Position.....	Pages 23 and 24
Statement of changes in equity.....	Page 25
Notes.....	Pages 26 to 49

- (f) the following sections of the Storebrand Livforsikring AS Annual Report 2019 (available at https://www.storebrand.no/en/investor-relations/annual-reports/_attachment/inline/ca1664bf-e795-4c6b-992f-814ba462ec86:f9b2c6e65d803f19d6d6a1756e3053f3022a9f93/2019-annual-report-storebrand-livforsikring.pdf):

Storebrand Life Group

Statement of Comprehensive income	Pages 24 and 25
Statement of financial position	Pages 26 and 27
Statement of change in equity	Page 28
Statement of cash flow	Page 29

Issuer

Statement of Comprehensive income	Pages 30 and 31
Statement of financial position	Pages 32 and 33
Statement of change in equity	Page 34
Statement of cash flow	Page 29
Notes	Pages 35 to 123
Audit report.....	Pages 125 to 131

- (g) the guide to Alternative Performance Measures (available at https://www.storebrand.no/en/investor-relations/reporting-changes-and-special-effects/_attachment/inline/e4781243-d096-492e-a2a4-504fdca185f4:ad09ee85475a0f79144a5fc8a11f46c3d7091228/storebrand-guide-to-alternative-performance-measures.pdf).

Any information contained in or incorporated by reference in any of the documents specified above which is not included in the cross-reference table in this Prospectus is either not relevant to investors or is covered elsewhere in this Prospectus and, for the avoidance of doubt, unless specifically incorporated by reference into this Prospectus, information contained on the website does not form part of this Prospectus.

Unless specifically incorporated by reference into this Prospectus, information contained on the website does not form part of this Prospectus.

CONDITIONS OF THE NOTES

The following is the text of the conditions of the Notes (the "Conditions") which (subject to modification and save for the paragraphs in italics) will be endorsed on each Note in definitive form (if issued):

The €300,000,000 Fixed/Floating Rate Dated Subordinated Notes due 2051 (the "**Notes**", which expression shall in these Conditions, unless the context otherwise requires, include any further notes issued pursuant to Condition 15 (*Further Issues*) and forming a single series with the Notes) of Storebrand Livsforsikring AS (the "**Issuer**") are constituted by a trust deed dated 31 March 2021 (the "**Trust Deed**") made between the Issuer and Citicorp Trustee Company Limited (the "**Trustee**", which expression shall include its successor(s)) as trustee for the holders of the Notes (the "**Noteholders**") and the holders of the interest coupons appertaining to the Notes (the "**Couponholders**" and the "**Coupons**" respectively, which expressions shall, unless the context otherwise requires, include the talons for further interest coupons (the "**Talons**") and the holders of the Talons).

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of and definitions in the Trust Deed and the Agency Agreement (as defined below). Copies of the Trust Deed and the agency agreement dated 31 March 2021 (the "**Agency Agreement**") made between the Issuer, Citibank, N.A., London Branch as principal paying agent (the "**Principal Paying Agent**", which expression shall include any successor thereto) and the other paying agents named therein and any successors thereto (together with the Principal Paying Agent, the "**Paying Agents**"), Citibank, N.A., London Branch as calculation agent or agent bank (the "**Agent Bank**", which expression shall include any successor thereto) and the Trustee are available for inspection during normal business hours by the Noteholders and the Couponholders at the specified office of each of the Paying Agents. The Noteholders and the Couponholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.

1. **Form, Denomination and Title**

1.1 **Form and Denomination**

The Notes are in bearer form, serially numbered, in the denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000, each with Coupons attached on issue. Notes of one denomination may not be exchanged for Notes of any other denomination.

1.2 **Title**

Title to the Notes and to the Coupons will pass by delivery.

1.3 **Holder Absolute Owner**

The Issuer, any Paying Agent and the Trustee may (to the fullest extent permitted by applicable laws) deem and treat the bearer of any Note or Coupon as the absolute owner for all purposes (whether or not the Note or Coupon shall be overdue and notwithstanding any notice of ownership or writing on the Note or Coupon or any notice of previous loss or theft of the Note or Coupon or of any trust or interest therein) and shall not be required to obtain any proof thereof or as to the identity of such bearer.

2. **Status and Subordination**

2.1 **Status**

The Notes and Coupons constitute, in the case of the Notes, dated and, in the case of the Notes and the Coupons, direct, unsecured and subordinated obligations of the Issuer, conditional as described below, and at all times rank *pari passu* without any preference among themselves.

2.2 **Subordination**

The right to payment (together with any damages awarded for breach of any obligations in respect of the Notes) in respect of the Notes and the Coupons is subordinated in the event of a Bankruptcy Event to the claims of Senior Creditors but shall rank *pari passu* with all outstanding Parity Obligations and in priority to payments to creditors in respect of Junior Obligations.

All payments of principal and interest in respect of the Notes and the Coupons (except in a Bankruptcy Event) are conditional upon the Issuer being Solvent at the time of payment by the Issuer and immediately thereafter (the "**Solvency Condition**") and (except as aforesaid) no principal or interest shall be payable in respect of the Notes or the Coupons except to the extent that the Issuer could make such payment in whole or in part, rateably with the payments in respect of Parity Obligations, and still be Solvent immediately thereafter.

The payment of interest on the Notes is also subject to the provisions of Condition 5 (*Deferral of Payments*) and the payment of principal on the Notes is also subject to the provisions of Condition 7.2 (*Issuer deferral of redemption date*).

The provisions of this Condition 2 (*Status and Subordination*) apply only to the principal and interest in respect of the Notes and nothing in this Condition 2.2 (*Subordination*) shall affect or prejudice the payment of the costs, charges, expenses, liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof.

2.3 **No Set-off**

No Holders of Notes or Coupons who shall be indebted to the Issuer shall be entitled to exercise any right of set-off or counterclaim against moneys owed to the Issuer in respect of such indebtedness.

3. **Reduction of Subordinated Debt**

The payment obligations of the Issuer under the Notes and the Coupons will be performed in full for so long as the Issuer is able to meet all of its liabilities (whether subordinated or not) as they fall due. Pursuant to Section 21-1 of the Financial Undertakings Act, the board of directors and the managing director of a financial institution (such as the Issuer) are separately obligated by law to notify the Issuer Supervisor if there is reason to believe that:

1. *the institution may be unable to meet its liabilities as they fall due;*
2. *the institution will be unable to meet the minimum requirements as to own funds or other capital adequacy and prudential requirements set in law or regulations; or*
3. *events have occurred that may lead to a severe loss of confidence or losses that will significantly reduce or threaten its solidity.*

Pursuant to Section 21-1 (2) of the Financial Undertakings Act, the independent auditor of the institution shall notify the Issuer Supervisor upon becoming aware of any events mentioned above, unless the Issuer Supervisor informs the independent auditor that such notice has already been delivered by the board of directors or the managing director of the institution.

Section 21-2 of the Financial Undertakings Act provides that the Issuer Supervisor, upon receipt of a notice referred to above or upon its own determination that such events have occurred, shall consider necessary measures in consultation with the institution. If the institution fails to take such necessary measures itself, the Issuer Supervisor may (a) summon a general meeting without observing the notice periods set out in the institution's articles of association, (b) order changes to the composition of the institution's governing bodies, (c) stipulate conditions and guidelines that it deems necessary for the continuance of the institution's operations on a sound economic basis and in a proper manner, and (d) require the institution to prepare an audited statement of financial position.

Pursuant to Sections 21-5 and 21-6 of the Financial Undertakings Act, if the audited statement of financial position shows that (i) the value of the institution's net assets is less than or equal to 25 per cent. of its share capital and (ii) a substantial part of issued subordinated debt is lost, the Board of Directors shall present to the general meeting a description of the institution's financial position accompanied by a proposal to write down the subordinated debt against losses shown in the audited statement of financial position. If the general meeting does not pass such a resolution the Ministry of Finance, may (i) firstly, write down share capital to compensate for the shortfall, and (ii) secondly, with respect to any remaining shortfall, write down, in whole or in part, such subordinated debt (which expression includes both undated and dated subordinated debt).

If the Board of Directors is required to submit a proposal for write down to the general meeting as described above, the Issuer has undertaken below that such proposal by the Board of Directors shall include a recommendation that its liabilities are written down in accordance with the ranking order applicable between such liabilities (e.g. Junior Obligations shall be written down prior to Parity Obligations). It should be noted that such recommendation by the Board of Directors would not be binding on the general meeting, which may resolve to write down subordinated debt generally and on a pari passu basis (irrespective of the ranking of such subordinated debt instruments in a winding up of the institution).

Note: The above is a summary of the provisions of the Financial Undertakings Act as such provisions currently apply to a Norwegian insurance company facing financial difficulties. The provisions of the Financial Undertakings Act may be amended, repealed or superseded, and the Issuer may be subject to such provisions of the Financial Undertakings Act or other legislation as amended from time to time. This summary does not purport to reflect all relevant and detailed aspects of Norwegian legislation in respect of a potential write down of the Notes, and neither the Issuer nor the Joint Bookrunners assume any obligation to update or supplement this summary to reflect any amendments to the provisions of the Financial Undertakings Act or otherwise disclose any changes which occur or are implemented in Norwegian law after the date of this Prospectus.

Subject to applicable provisions of Norwegian law, the Issuer undertakes that it will recommend that its shareholders write down the Issuer's liabilities in accordance with the ranking order applicable between such liabilities (e.g. Junior Obligations shall be written down prior to Parity Obligations). Write-downs with respect to the Notes shall occur *pari passu* amongst the Notes and on a *pro rata* basis with all Parity Obligations.

The Issuer shall give not more than 30 nor less than five Business Days' prior notice to the Trustee, the Principal Paying Agent and to the Noteholders in accordance with Condition 12 (*Notices*) of any write-downs in respect of the Notes pursuant to this Condition 3 (*Reduction of Subordinated Debt*).

To the extent that only part of the principal amount of the Notes has been cancelled as provided above, interest will continue to accrue in accordance with these Conditions on the remaining outstanding principal amount of the Notes.

4. **Interest**

4.1 **Interest Payment Dates**

The Notes bear interest on their outstanding principal amount from and including the Issue Date, payable (subject as provided below) annually (except for a short first Interest Period) in arrear on 30 September in each year from and including 30 September 2021 to and including the Reset Date (each a "**Fixed Interest Payment Date**"). Thereafter interest will be payable semi-annually in arrear on 31 March and 30 September in each year (together with each Fixed Interest Payment Date, each an "**Interest Payment Date**"). If any Interest Payment Date (other than a Fixed Interest Payment Date) would otherwise fall on a day which is not a Business Day it shall be postponed to the next day which is a Business Day unless it would then fall into the next calendar month in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

Whenever it is necessary to compute an amount of interest in respect of a Note for a period other than an Interest Period and such period ends prior to or on the Reset Date, such interest shall be calculated by applying the Fixed Rate of Interest to the Calculation Amount, multiplying such sum by the Fixed Day Count Fraction and rounding the resultant figure to the nearest cent, (half a cent being rounded upwards) and multiplying such rounded figure by a fraction equal to the denomination of such Note divided by the Calculation Amount. The amount of interest in respect of a Note for the short first Interest Period shall be €9.40 per Calculation Amount and the amount of interest in respect of a Note for any subsequent Interest Period that ends prior to or on the Reset Date shall be €18.75 per Calculation Amount and, in each case, multiplying such figure by a fraction equal to the denomination of such Note divided by the Calculation Amount.

Whenever it is necessary to calculate an amount of interest in respect of the Notes for a period beginning on or after the Reset Date, such interest shall be calculated in accordance with Condition 4.4 (*Determination of Floating Rate of Interest and Interest Amount*) below.

4.2 **Interest Accrual**

Each Note will cease to bear interest from and including its due date for redemption (which due date shall, in the case of deferral of a redemption date in accordance with Condition 7.2 (*Issuer deferral of redemption date*), be the latest date to which redemption of the Notes is so deferred) unless, upon due presentation, payment of the principal in respect of the Note is improperly withheld or refused, in which event interest shall continue to accrue as provided in the Trust Deed.

4.3 **Interest Rate**

The rate of interest payable in respect of each Interest Period ending prior to the Reset Date shall be 1.875 per cent. per annum (the "**Fixed Rate of Interest**"). Thereafter, the rate of interest payable from time to time in respect of the Notes (the "**Floating Rate of Interest**") will be determined on the basis of the following provisions:

- (a) on each Interest Determination Date, the Agent Bank will determine the Screen Rate at approximately 11.00 a.m. (Brussels time) on that Interest Determination Date. If the Screen Rate is unavailable, the Issuer will request the principal Euro-zone office of each of the Reference Banks to provide the Agent Bank with the rate at which deposits in euro are offered by it to prime banks in the Euro-zone interbank market for six months at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question and for a Representative Amount;
- (b) the Floating Rate of Interest for the Interest Period shall be the Screen Rate plus the Margin or, if the Screen Rate is unavailable, and at least two of the Reference Banks provide such rates, the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) as established by the Agent Bank of such rates, plus the Margin; and
- (c) if fewer than two rates are provided as requested, the Floating Rate of Interest for that Interest Period will be the arithmetic mean of the rates quoted by major banks in the Euro-zone, selected by the Issuer and communicated to the Agent Bank, at approximately 11.00 a.m. (Brussels time) on the first day of such Interest Period for loans in euro to leading European banks for a period of six months commencing on the first day of such Interest Period and for a Representative Amount, plus the Margin. If the Floating Rate of Interest cannot be determined in accordance with the above provisions, the Floating Rate of Interest shall be determined as at the last preceding Interest Determination Date (unless such Interest Determination Date was in respect of an Interest Period ending prior to the Reset Date, in which case the Floating Rate of Interest shall be the last observable Screen Rate as determined by the Agent Bank plus the Margin).

4.4 **Determination of Floating Rate of Interest and Interest Amount**

In respect of each Interest Period starting on or after the Reset Date, the Agent Bank shall, as soon as practicable after 11.00 a.m. (Brussels time) on each Interest Determination Date, but in no event later than the third Business Day thereafter, determine the euro amount (the "**Interest Amount**") payable in respect of interest on each Note for the relevant Interest Period. The Interest Amount shall be determined by applying the Floating Rate of Interest to the Calculation Amount, multiplying the sum by the actual number of days in the Interest Period concerned divided by 360 and rounding the resultant figure to the nearest cent (half a cent being rounded upwards) and multiplying such rounded figure by a fraction equal to the denomination of such Note divided by the Calculation Amount.

4.5 **Publication of Floating Rate of Interest and Interest Amount**

The Agent Bank shall cause the Floating Rate of Interest and the Interest Amount for each Interest Period starting on or after the Reset Date and the relative Interest Payment Date to be notified to the Issuer, the Paying Agents and the Trustee (by no later than the first day of each Interest Period)

and to be published in accordance with Condition 12 (*Notices*) as soon as possible after their determination, and in no event later than the second Business Day thereafter. The Issuer will in turn deliver or procure to be delivered any such notices to any stock exchange or other relevant authority on which the Notes are at the relevant time listed if and to the extent required by applicable law and or listing rules. The Interest Amount and Interest Payment Date may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. The Agent Bank shall not be obliged to publish each Interest Amount but instead may publish only the Interest Amount per Calculation Amount.

4.6 **Notifications, etc. to be final**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4 (*Interest*), whether by the Reference Banks (or any of them), the Agent Bank or the Trustee (or its agent), will (in the absence of manifest error) be binding on the Issuer, the Trustee, the Agent Bank, the Paying Agents and all Noteholders and Couponholders and (in the absence of wilful default and bad faith) no liability to the Issuer, or the Noteholders or the Couponholders shall attach to the Reference Banks (or any of them), the Agent Bank or, if applicable, the Trustee (or its agent) in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under this Condition 4 (*Interest*).

4.7 **Agent Bank**

The Issuer shall procure that, so long as any of the Notes remains outstanding (as defined in the Trust Deed), there is at all times an Agent Bank for the purposes of the Notes and the Issuer may, subject to the prior written approval of the Trustee, terminate the appointment of the Agent Bank. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Agent Bank or failing duly to determine the Floating Rate of Interest and the Interest Amount for any Interest Period, the Issuer shall, subject to the prior written approval of the Trustee, appoint the Euro-zone office of another major bank engaged in the Euro-zone interbank market to act in its place. The Agent Bank may not resign its duties or be removed without a successor having been appointed. Notwithstanding any other provision of this Condition 4 (*Interest*), if in the Agent Bank's opinion there is any uncertainty in making any determination or calculation under this Condition 4 (*Interest*), the Agent Bank shall promptly notify the Issuer and the Issuer shall direct the Agent Bank in writing what action to adopt. If the Agent Bank is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason it shall notify the Issuer thereof and the Agent Bank shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.

4.8 **Benchmark Replacement**

In addition, notwithstanding the provisions in Conditions 4.3 (*Interest Rate*) or 4.4 (*Determination of Rate of Interest and Interest Amount*) above, if a Benchmark Event occurs, then the following provisions shall apply.

- (a) The Issuer shall notify the Paying Agents and the Agent Bank and shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate following consultation with an Independent Adviser (as defined below), failing which an Alternative Rate (in accordance with paragraph (b)) and, in either case, an Adjustment Spread, if any, (in accordance with paragraph (c)) and any Benchmark Amendments (in accordance with paragraph (d)).

An Independent Adviser appointed pursuant to this Condition 4.8 (*Benchmark Replacement*) shall act in good faith and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Paying Agents, the Agent Bank, the Trustee or the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with to the operation of this Condition 4.8 (*Benchmark Replacement*).

- (b) If the Issuer, following consultation with the Independent Adviser and acting in good faith determines that:
- (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in paragraph (c)) subsequently be used in place of the Original Reference Rate to determine the Floating Rate of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of paragraph (a)); or
 - (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in paragraph (c)) subsequently be used in place of the Original Reference Rate to determine the Floating Rate of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of paragraph (a)).
- (c) If the Issuer, following consultation with the Independent Adviser and acting in good faith determines and notifies the Paying Agents and the Agent Bank in accordance with paragraph (e), (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be for each subsequent determination of the Floating Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable)).
- (d) If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4.8 (*Benchmark Replacement*) and the Issuer, following consultation with the Independent Adviser and acting in good faith determines and notifies the Paying Agents and the Agent Bank in accordance with paragraph (e), (i) that amendments to these Conditions, Trust Deed and/or the Agency Agreement (including but not limited to amendments to the day count fraction and definitions of Screen Rate, Business Days and/or the Interest Determination Date applicable to the Notes, and the method for determining the fallback rate in relation to the Notes) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, and subject to the Issuer giving notice thereof in accordance with paragraph (e), without any requirement for the consent or approval of Noteholders or Couponholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this paragraph (d), the Issuer shall comply with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading.

For the avoidance of doubt, the Benchmark Amendments shall not be treated as being within the scope of the Reserved Matters or one or more provisions under Condition 13 (save in respect of the second paragraph of Condition 13.2 (*Modification, Waiver, Authorisation and Substitution*)), and the Trustee shall concur with the Issuer in respect of such Benchmark Amendments in accordance with this Condition 4.8 (*Benchmark Replacement*), **provided, however, that** none of the Trustee, the Paying Agents or the Agent Bank shall concur if in the opinion of the Trustee, the Paying Agents and/or the Agent Bank (as applicable), doing so would have the effect of (i) exposing the Trustee, the Paying Agents and/or the Agent Bank (as applicable) to any liabilities against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (ii) impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Paying Agents and/or the Agent Bank (as applicable) in these Conditions, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement.

- (e) The Issuer shall notify the Agent Bank, the Paying Agents, the Trustee and, in accordance with Condition 12 (*Notices*), the Noteholders and the Couponholders promptly of any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4.8 (*Benchmark Replacement*). Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such notice will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any)) be binding on the Issuer, the Trustee, the Paying Agents, the Agent Bank, the Noteholders and the Couponholders.

No later than notifying the Trustee, the Paying Agents and the Agent Bank of the same, which shall be not less than five Business Days prior to the next Interest Determination Date, the Issuer shall deliver to the Trustee, the Paying Agents and the Agent Bank a certificate signed by two Authorised Signatories of the Issuer:

- (i) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, Alternative Rate and, (iii) where applicable, the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4.8 (*Benchmark Replacement*); and
- (ii) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate or Alternative Rate, as the case may be.

The Trustee, the Paying Agents and the Agent Bank shall be entitled to rely on such certificate (without further enquiry and without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate (as applicable) and the Benchmark Amendments (if any) determined in accordance with this Condition 4.8 (*Benchmark Replacement*) will (in the absence of manifest error or negligence in the determination of the Successor Rate or Alternative Rate (as applicable) and the Benchmark Amendments (if any) and without prejudice to the Trustee's, any Paying Agent's and/or the Agent Bank's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Paying Agents, the Agent Bank, the Noteholders and the Couponholders.

- (f) Without prejudice to the obligations of the Issuer under the provisions of this Condition 4.8 (*Benchmark Replacement*), the Original Reference Rate and in Condition 4.4 (*Determination of Floating Rate of Interest and Interest Amount*) will continue to apply unless and until a Benchmark Event has occurred and only then once the Paying Agents, the Agent Bank and the Trustee have been notified of the Successor Rate or Alternative Rate (as the case may be) and any Adjustment Spread (if applicable) and Benchmark Amendments (if applicable) in accordance with paragraph (e).
- (g) If, following the occurrence of a Benchmark Event and in relation to the determination of the Floating Rate of Interest on the relevant Interest Determination Date, the Issuer is unable to appoint an Independent Advisor or no Successor Rate or Alternative Rate (as applicable) is determined pursuant to this Condition 4.8 (*Benchmark Replacement*) by such Interest Determination Date, the Floating Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Floating Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period (unless such Interest Determination Date was in respect of an Interest Period ending prior to the Reset Date, in which case the Floating Rate of Interest shall be the last observable Screen Rate as determined by the Agent Bank plus the Margin).

For the avoidance of doubt, this Condition 4.8 (*Benchmark Replacement*) shall apply to the determination of the Floating Rate of Interest on the relevant Interest Determination Date only, and the Floating Rate of Interest applicable to any subsequent Interest Period(s)

is subject to the subsequent operation of, and to adjustment as provided in, this Condition 4.8 (*Benchmark Replacement*).

- (h) Notwithstanding any other provision in this Condition 4.8 (*Benchmark Replacement*), no Successor Rate, Alternative Rate or Adjustment Spread (as applicable) will be adopted, and no other amendments to the Trust Deed, Agency Agreement or the Conditions will be made pursuant to this 4.8 (*Benchmark Replacement*), if, and to the extent that, in the determination of the Issuer, the same could reasonably be expected to lead to a disqualification of the Notes from the Tier 2 Capital of the Issuer or the Ultimate Solvency II Group (as the case may be).

5. Deferral of Payments

5.1 Optional Deferral of Interest

Without prejudice to Condition 5.2 (*Mandatory Deferral of Interest*), on any Optional Interest Payment Date, the Issuer may in the manner described in Condition 5.4 (*Notification in respect of Interest Payments*) elect to defer payment of all (but not some only) of the interest in respect of the Notes accrued in the Interest Period ending on the day immediately preceding such date. If the Issuer so elects, it shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose and will not give Noteholders, Couponholders or the Trustee any right to accelerate repayment of the Notes.

5.2 Mandatory Deferral of Interest

- (a) Subject to paragraph (b) below, payment of interest on the Notes by the Issuer will be mandatorily deferred on each Mandatory Interest Deferral Date. The deferral of any payment of interest on a Mandatory Interest Deferral Date in accordance with this Condition 5.2 (*Mandatory Deferral of Interest*) shall not constitute a default by the Issuer for any purpose and will not give Noteholders, Couponholders or the Trustee any right to accelerate repayment of the Notes.
- (b) In the event that an Interest Payment Date is a Mandatory Interest Deferral Date as a result of a breach of the Solvency Capital Requirement, payment of interest on the Notes (or part thereof) may still be paid on such Interest Payment Date to the extent that:
 - (i) the Issuer Supervisor has exceptionally waived the deferral of such payment of interest on the Notes or part thereof;
 - (ii) payment of interest on the Notes (or part thereof) does not further weaken the solvency position of the Issuer; and
 - (iii) the Minimum Capital Requirement is complied with immediately after such payment of interest on the Notes (or part thereof) is made.
- (c) At the same time as notifying the Trustee and the Noteholders and/or the Couponholders of a Mandatory Interest Deferral Date in accordance with Condition 5.4 (*Notification in respect of Interest Payments*), the Issuer shall send to the Trustee a certificate signed by two Authorised Signatories of the Issuer confirming that the relevant Interest Payment Date is a Mandatory Interest Deferral Date. Any such certificate shall, in the absence of manifest error, be treated and accepted by the Trustee, the Noteholders, the Couponholders and all other interested parties as correct and sufficient evidence thereof, shall be binding on all such persons and the Trustee shall be entitled to rely on such certificate without liability to any person.

5.3 Arrears of Interest

- (a) Any interest in respect of the Notes not paid on an Interest Payment Date as a result of the exercise by the Issuer of its discretion to defer such payment of interest pursuant to Condition 5.1 (*Optional Deferral of Interest*), the obligation of the Issuer to defer such payment of interest pursuant to Condition 5.2 (*Mandatory Deferral of Interest*) and any interest not paid pursuant to Condition 2.2 (*Subordination*) because the Issuer was not or

would not be Solvent, shall, to the extent and so long as the same remains unpaid, constitute "**Arrears of Interest**". Interest will not accrue on Arrears of Interest.

- (b) Arrears of Interest may (subject to the Solvency Condition and to receiving the prior approval of the Issuer Supervisor (if required) and **provided that** the intended date of such payment is not a Mandatory Interest Deferral Date), at the option of the Issuer, be paid in whole or in part at any time upon the expiry of not less than 5 days' notice to such effect given by the Issuer to the Trustee, the Principal Paying Agent and the Noteholders in accordance with Condition 12 (*Notices*) and in any event become due and payable by the Issuer (subject, in the case of paragraphs (i), (iii) and (iv) below, to the Solvency Condition and to receiving the prior approval of the Issuer Supervisor (if required)) in full (and not in part) on the earliest of:
- (i) the date on which the Notes are to be redeemed or purchased pursuant to any provision of Condition 7 (*Redemption, Purchase, Substitution and Variation*) (subject to any deferral of such redemption date pursuant to Condition 7.2 (*Issuer deferral of redemption date*)); or
 - (ii) the date on which a Bankruptcy Event occurs; or
 - (iii) the next Interest Payment Date on which a payment of interest is made on the Notes; or
 - (iv) the next Interest Payment Date which is a Compulsory Interest Payment Date.

If a Bankruptcy Event occurs, unpaid interest in respect of the Notes, including any Arrears of Interest, shall rank *pari passu* with the principal of the Notes and the Noteholders shall be entitled to claim for such principal, unpaid interest and Arrears of Interest.

5.4 **Notification in respect of Interest Payments**

The Issuer shall give to the Trustee and the Noteholders in accordance with Condition 12 (*Notices*) not less than 5 days' nor more than 14 days' prior notice:

- (a) of (subject as provided below) any Optional Interest Payment Date on which, pursuant to the provisions of Condition 5.1 (*Optional Deferral of Interest*) above, the Issuer will not pay any amounts of interest in respect of the Notes;
- (b) of any Mandatory Interest Deferral Date, **provided that** if the conditions to the relevant Interest Payment Date being a Mandatory Interest Deferral Date are satisfied less than 5 days prior to an Interest Payment Date, the Issuer shall give notice of the interest deferral in accordance with Condition 12 (*Notices*) as soon as reasonably practicable following the occurrence of such event;
- (c) if any payment of interest will not become due on any Interest Payment Date as a result of a failure to satisfy the Solvency Condition, **provided that** if the circumstances resulting in non-satisfaction of the Solvency Condition occur, or are determined to have occurred, less than 5 days prior to an Interest Payment Date, the Issuer shall give notice of the interest deferral in accordance with Condition 12 (*Notices*) as soon as reasonably practicable following the occurrence of such event (and in either case shall specify that interest will not be paid as a result of non-satisfaction of the Solvency Condition); and
- (d) of any date upon which, pursuant to the provisions of Condition 5.3 (*Arrears of Interest*) above, amounts in respect of Arrears of Interest shall become due and payable,

but **provided that** failure to make such notification shall not (in the case of (b) and (c) above) oblige the Issuer to make a payment of such Interest, or cause the same to become due and payable, on such date, or (in the case of (d) above) invalidate the obligation of the Issuer to make a payment of such Arrears of Interest on such date.

5.5 **Partial Payment of Arrears of Interest**

If amounts in respect of Arrears of Interest become partially payable:

- (a) Arrears of Interest accrued for any period shall not be payable until full payment has been made of all Arrears of Interest that have accrued during any earlier period; and
- (b) the amount of Arrears of Interest payable in respect of any Note shall be *pro rata* to the total amount of all unpaid Arrears of Interest accrued to the date of payment.

6. **Payments and Exchanges of Talons**

6.1 **Payments in respect of Notes and Coupons**

Payments of principal and interest in respect of each Note will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the Note, except that payments of interest due on an Interest Payment Date will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the relevant Coupon, in each case at the specified office outside the United States of any of the Paying Agents.

6.2 **Method of Payment**

Payments 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 euro cheque.

6.3 **Missing Unmatured Coupons**

Each Note should be presented for payment together with all relative unmatured Coupons (which expression shall, for the avoidance of doubt, include Coupons falling to be issued on exchange of matured Talons). Upon the date on which any Note becomes due and repayable, all unmatured Coupons appertaining to the Note (whether or not attached) shall become void and no payment shall be made in respect of such Coupons.

6.4 **Payments subject to Applicable Laws**

Payments in respect of principal and interest on the Notes and Coupons are subject in all cases to (i) any fiscal or other laws and regulations applicable 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, official interpretations thereof, or (without prejudice to the provisions of Condition 8 (*Taxation*)) any law implementing an intergovernmental approach thereto.

6.5 **Payment only on a Presentation Date**

A holder shall be entitled to present a Note or Coupon for payment only on a Presentation Date and shall not, except as provided in Condition 4 (*Interest*), be entitled to any further interest or other payment if a Presentation Date is after the due date.

"Presentation Date" means a day which (subject to Condition 9 (*Prescription*)):

- (a) is or falls after the relevant due date;
- (b) is a Business Day in the place of the specified office of the Paying Agent at which the Note or Coupon is presented for payment; and
- (c) in the case of payment by credit or transfer to a euro account as referred to above, is a TARGET Settlement Day.

In this Condition 6 (*Payments and Exchanges of Talons*), "**Business Day**" means, in relation to any place, 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 that place.

6.6 **Exchange of Talons**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 9 (*Prescription*). Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

6.7 **Initial Paying Agents**

The names of the initial Paying Agents and their initial specified offices are set out at the end of these Conditions. The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents **provided that**:

- (a) there will at all times be a Principal Paying Agent and an Agent Bank; and
- (b) there will at all times be at least one Paying Agent (which may be the Principal Paying Agent) having its specified office in such place as may be required by the rules and regulations of the stock exchange (or any other relevant authority) on which the Notes may be listed from time to time.

Notice of any termination or appointment and of any changes in specified offices will be given to the Noteholders promptly by the Issuer in accordance with Condition 12 (*Notices*).

7. **Redemption, Purchase, Substitution and Variation**

7.1 **Redemption at Maturity**

Subject to Conditions 7.2 (*Issuer deferral of redemption date*) and 7.8 (*Preconditions to redemption, purchase, substitution and variation*), satisfaction of the Solvency Condition and to receiving the prior approval of the Issuer Supervisor (if required), unless previously redeemed or purchased and cancelled as provided below, the Issuer will redeem the Notes at their principal amount on the Interest Payment Date falling in September 2051 (the "**Maturity Date**") together with any Arrears of Interest (if payable) and any other accrued and unpaid interest to (but excluding) the Maturity Date.

7.2 **Issuer deferral of redemption date**

- (a) No Notes shall be redeemed on the Maturity Date pursuant to Condition 7.1 (*Redemption at Maturity*) or prior to the Maturity Date pursuant to Conditions 7.3 (*Taxation Reasons redemption, substitution and variation*), 7.4 (*Redemption at the Option of the Issuer*), 7.5 (*Capital Disqualification Event redemption, substitution and variation*) or 7.6 (*Ratings Agency Event redemption, substitution and variation*) if the date set for redemption is a Mandatory Redemption Deferral Date. Any failure to pay principal as a result of any such suspension pursuant to this paragraph (a) shall not constitute a default by the Issuer for any purpose and will not give Noteholders or the Trustee any right to accelerate repayment of the Notes or take any other action under the Notes or the Trust Deed, **provided that** nothing in this paragraph (a) shall be construed to permit the Issuer to defer any principal otherwise due and payable except under the circumstances specified in this paragraph (a). Notwithstanding that the date set for redemption may be a Mandatory Redemption Deferral Date as a result of a breach of the Solvency Capital Requirement, the Notes may be redeemed and the relevant redemption amount may still be paid to the extent:
 - (i) the Issuer Supervisor has exceptionally waived the suspension of redemption of the Notes;

- (ii) the Notes are exchanged for or converted into other Tier 1 Capital or Tier 2 Capital of at least the same quality; and
 - (iii) the Minimum Capital Requirement is complied with immediately after redemption of the Notes.
- (b) The Issuer shall notify the Trustee, the Principal Paying Agent and the Noteholders in accordance with Condition 12 (*Notices*) no later than 5 days prior to any date set for redemption of the Notes if such redemption is to be deferred in accordance with paragraph (a) above, **provided that** if the conditions to the date set for redemption being a Mandatory Redemption Deferral Date are satisfied less than 5 days prior to the date set for redemption, the Issuer shall give notice of such deferral in accordance with Condition 12 (*Notices*) as soon as reasonably practicable following the occurrence of such event but **provided that** failure to make such notification shall not oblige the Issuer to redeem the Notes on such date. Any failure to pay principal pursuant to this paragraph (b) shall not constitute a default by the Issuer for any purpose, **provided that** nothing in this paragraph (b) shall be construed to permit the Issuer to defer any principal otherwise due and payable except under the circumstances specified in this paragraph (b).
- (c) If redemption of the Notes does not occur on the Maturity Date or, as appropriate, the date specified in the notice of redemption by the Issuer under Condition 7.3 (*Taxation Reasons redemption, substitution and variation*), 7.4 (*Redemption at the Option of the Issuer*), 7.5 (*Capital Disqualification Event redemption, substitution and variation*) or 7.6 (*Ratings Agency Event redemption, substitution and variation*) as a result of paragraph (a) above, (subject, in the case of paragraphs (i) and (ii) below only, to the Solvency Condition being satisfied and to receiving the prior approval of the Issuer Supervisor (if required)) such Notes shall become due and payable at their principal amount together with any Arrears of Interest and any other accrued and unpaid interest, upon the earliest of:
- (i) the date falling 10 Business Days after the first date which immediately follows the date set for redemption and which is not a Mandatory Redemption Deferral Date (with, for the purposes of such definition, the relevant date being deemed to be a date on which the Notes would otherwise be redeemed pursuant to Condition 7 (*Redemption, Purchase, Substitution and Variation*)) (unless such 10th Business Day is itself a Mandatory Redemption Deferral Date, in which case the provisions of paragraph (a) above and this paragraph (c) will apply *mutatis mutandis* to determine the due date for redemption of the Notes); or
 - (ii) the date falling 10 Business Days after the Issuer Supervisor has agreed to the repayment or redemption of the Notes; or
 - (iii) the date on which a Bankruptcy Event occurs,

and the Issuer shall give notice of such redemption to the Trustee, the Principal Paying Agent and the Noteholders in accordance with Condition 12 (*Notices*) as soon as reasonably practicable following the occurrence of the relevant event triggering such redemption.

- (d) If paragraph (a) above does not apply, but redemption of the Notes does not occur on the Maturity Date or, as appropriate, the date specified in the notice of redemption by the Issuer under Conditions 7.3 (*Taxation Reasons redemption, substitution and variation*), 7.4 (*Redemption at the Option of the Issuer*), 7.5 (*Capital Disqualification Event redemption, substitution and variation*) or 7.6 (*Ratings Agency Event redemption, substitution and variation*) because the Solvency Condition was not met, subject to receiving the prior approval of the Issuer Supervisor (if required), such Notes shall be redeemed at their principal amount together with any Arrears of Interest and any other accrued and unpaid interest on the 10th Business Day immediately following the day that (A) the Issuer is Solvent and (B) the redemption of the Notes would not result in the Issuer ceasing to be Solvent, **provided that** if such Business Day specified for redemption is a Mandatory Redemption Deferral Date, then the Notes shall not be redeemed on such date

and Condition 2.2 (*Subordination*) and paragraph (c) above shall apply *mutatis mutandis* to determine the due date for redemption of the Notes.

- (e) At the same time as delivering any notice to the Trustee and the Noteholders pursuant to this Condition 7.2 (*Issuer deferral of redemption date*), the Issuer shall send to the Trustee a certificate signed by two Authorised Signatories of the Issuer confirming (i) that the relevant date set for redemption is or is not (as applicable) a Mandatory Redemption Deferral Date, (ii) the satisfaction or otherwise of the Solvency Condition, and (iii) (if required) that the Issuer has received the prior approval of the Issuer Supervisor. Any such certificate shall, in the absence of manifest error, be treated and accepted by the Issuer, the Trustee, the Noteholders and all other interested parties as correct and sufficient evidence thereof, shall be binding on all such persons and the Trustee shall be entitled to rely on such certificate without liability to any person.

7.3 **Taxation Reasons redemption, substitution and variation**

If the Issuer satisfies the Trustee immediately before the giving of the notice referred to below that, as a result of:

- (a) any amendment to, clarification of or change (including any announced prospective change) in the laws or treaties (or regulations thereunder) of the Relevant Jurisdiction affecting taxation;
- (b) any governmental action; or
- (c) any amendment to, clarification of or change in the official position or the interpretation of any such laws, treaties, governmental action or pronouncement,

in each case, by any legislative body, court, governmental authority or regulatory body, irrespective of the manner in which such amendment, clarification or change is made known, which amendment, clarification or change is effective or such pronouncement or decision is announced on or after the Issue Date, there is, more than an insubstantial risk that:

- (i) the Issuer is, or will be, subject to more than a *de minimis* amount of other taxes, duties or other governmental charges or civil liabilities with respect to the Notes;
- (ii) the treatment of any of the Issuer's items of income or expense with respect to the Notes as reflected on the tax returns (including estimated returns) filed (or to be filed) by the Issuer will not be respected by a taxing authority, which subjects the Issuer to more than a *de minimis* amount of additional taxes, duties or other governmental charges; or
- (iii) the Issuer would be required to pay additional amounts, as provided or referred to in Condition 8 (*Taxation*),

the Issuer may at its option (subject to Conditions 7.2 (*Issuer deferral of redemption date*) and 7.8 (*Preconditions to redemption, purchase, substitution and variation*), satisfaction of the Solvency Condition and receiving the prior approval of the Issuer Supervisor (if required)), having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption):

- (A) redeem all (but not some only) of the Notes at any time at their principal amount, together with any accrued interest and Arrears of Interest; or
- (B) substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they become or remain, Qualifying Tier 2 Securities and the Trustee shall (subject to both Condition 7.11 (*Trustee role on redemption, variation or substitution*) and Condition 7.12 (*Trustee not obliged to monitor*)) upon the receipt by it of the certificates of the Authorised Signatories referred to in Condition 7.8 (*Preconditions to redemption, purchase, substitution and variation*) below) agree to such substitution or variation.

7.4 **Redemption at the Option of the Issuer**

The Issuer may (subject to Conditions 7.2 (*Issuer deferral of redemption date*) and 7.8 (*Preconditions to redemption, purchase, substitution and variation*), satisfaction of the Solvency Condition and receiving the prior approval of the Issuer Supervisor (if required)), having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Notes (i) at any time during the period from (and including) 31 March 2031 to (and including) the Reset Date or (ii) on any Interest Payment Date thereafter, in each case, at their principal amount together with any accrued interest and Arrears of Interest.

7.5 **Capital Disqualification Event redemption, substitution and variation**

If a Capital Disqualification Event has occurred and is continuing, the Issuer may at any time (subject Conditions 7.2 (*Issuer deferral of redemption date*) and 7.8 (*Preconditions to redemption, purchase, substitution and variation*), satisfaction of the Solvency Condition and receiving the prior consent of the Issuer Supervisor (if required)), having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption):

- (a) redeem all (but not some only) of the Notes at their principal amount, together with any accrued interest and Arrears of Interest; or
- (b) substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they become or remain, Qualifying Tier 2 Securities and the Trustee shall (subject to both Condition 7.11 (*Trustee role on redemption, variation or substitution*) and Condition 7.12 (*Trustee not obliged to monitor*)) upon the receipt by it of the certificates of the Authorised Signatories referred to in Condition 7.8 (*Preconditions to redemption, purchase, substitution and variation*) below) agree to such substitution or variation.

7.6 **Ratings Agency Event redemption, substitution and variation**

If a Ratings Agency Event has occurred and is continuing, the Issuer may at any time (subject to Conditions 7.2 (*Issuer deferral of redemption date*) and 7.8 (*Preconditions to redemption, purchase, substitution and variation*), satisfaction of the Solvency Condition and receiving the prior consent of the Issuer Supervisor (if required)), having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption):

- (a) redeem all (but not some only) of the Notes at their principal amount, together with any accrued interest and Arrears of Interest; or
- (b) substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they become or remain, Qualifying Tier 2 Securities and the Trustee shall (subject to both Condition 7.11 (*Trustee role on redemption, variation or substitution*) and Condition 7.12 (*Trustee not obliged to monitor*)) upon the receipt by it of the certificates of the Authorised Signatories referred to in Condition 7.8 (*Preconditions to redemption, purchase, substitution and variation*) below) agree to such substitution or variation.

7.7 **Clean-up call**

If at any time 80 per cent. or more of the aggregate principal amount of the Notes originally issued (for these purposes, any further securities issued pursuant to Condition 15 (*Further Issues*) will be deemed to have been originally issued) has been purchased by the Issuer or any of its Subsidiaries and cancelled pursuant to these Conditions (the "**Clean-up Event**"), then the Issuer may (subject to Conditions 7.2 (*Issuer deferral of redemption date*) and 7.8 (*Preconditions to redemption, purchase, substitution and variation*), satisfaction of the Solvency Condition and receiving the prior consent of the Issuer Supervisor (if required)), having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption) redeem all (but not some only) of the Notes at their principal amount, together with any accrued interest and Arrears of Interest.

7.8 Preconditions to redemption, purchase, substitution and variation

- (a) Prior to the publication of any notice of redemption before the Maturity Date or any purchase, substitution or variation of the Notes, **provided that** no Regulatory Deficiency Redemption Deferral Event has occurred or is continuing, the Issuer will be required to be in continued compliance with the Relevant Rules and on the same date as publishing any notice of redemption before the Maturity Date or making any purchase, substitution or variation of the Notes the Issuer shall deliver to the Trustee a certificate from any two Authorised Signatories of the Issuer confirming such compliance and the certificate shall also confirm that (if required) the Issuer has received the prior approval of the Issuer Supervisor. Any such certificate shall be conclusive evidence of such compliance (it being declared that the Trustee may rely absolutely on such certification without liability to any person).
- (b) Prior to the publication of any notice of redemption, substitution or variation pursuant to Conditions 7.3 (*Taxation Reasons redemption, substitution and variation*), 7.5 (*Capital Disqualification Event redemption, substitution and variation*), 7.6 (*Ratings Agency Event redemption, substitution and variation*) or 7.7 (*Clean-up call*), the Issuer shall deliver to the Trustee (A) in the case of a redemption pursuant to Condition 7.3 (*Taxation Reasons redemption, substitution and variation*) a certificate signed by two Authorised Signatories of the Issuer stating that any or all of the requirements referred to at paragraphs (i), (ii) or (iii) of such Condition will apply on the next Interest Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it, together with an opinion of independent tax counsel of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above; and (B) in the case of a redemption pursuant to Conditions 7.5 (*Capital Disqualification Event redemption, substitution and variation*), 7.6 (*Ratings Agency Event redemption, substitution and variation*) or 7.7 (*Clean-up call*) a certificate signed by two Authorised Signatories of the Issuer stating that a Capital Disqualification Event, Ratings Agency Event or Clean-up Event (as applicable) has occurred and is continuing. Any such certificate shall be conclusive and binding on the Noteholders and the Couponholders.
- (c) To the extent then required by the Relevant Rules, in the case of a redemption pursuant to Conditions 7.3 (*Taxation Reasons redemption, substitution and variation*), 7.5 (*Capital Disqualification Event redemption, substitution and variation*), 7.6 (*Ratings Agency Event redemption, substitution and variation*) or 7.7 (*Clean-up call*) or purchase pursuant to Condition 7.9 (*Purchases*) within the period of 5 years from the Issue Date, such redemption or purchase will only be made:
 - (i) on the condition that the Notes are exchanged for, or redeemed out of the proceeds of a new issue of, capital of the same or higher quality; or
 - (ii) in the case of a redemption pursuant to Condition 7.3 (*Taxation Reasons redemption, substitution and variation*) or Condition 7.5 (*Capital Disqualification Event redemption, substitution and variation*), if the Issuer has demonstrated to the satisfaction of the Issuer Supervisor that:
 - (A) the Solvency Capital Requirement, immediately after the repayment or redemption, will be exceeded by an appropriate margin, taking into account the solvency position of the Issuer and/or the Ultimate Solvency II Group (as applicable), including by reference to any medium-term capital management plan; and
 - (B) either (x) (in the case of a redemption pursuant to Condition 7.3 (*Taxation Reasons redemption, substitution and variation*)) the applicable change in tax treatment is material and was not reasonably foreseeable as at the Issue Date, or (y) (in the case of a redemption pursuant to Condition 7.5 (*Capital Disqualification Event redemption, substitution and variation*)) the relevant change in the regulatory

classification of the Notes is sufficiently certain and was not reasonably foreseeable as at the Issue Date,

and in each case as being otherwise permitted under the Relevant Rules.

A certificate from any two Authorised Signatories of the Issuer to the Trustee confirming compliance with sub-paragraphs (A) and (B) above shall be conclusive evidence of such compliance and the Trustee may rely absolutely on such certification without liability to any person and without any obligation to verify or investigate the accuracy hereof.

Notwithstanding the above conditions, if, at the time of any redemption, substitution, variation or purchase, the prevailing Relevant Rules permit the repayment, substitution, variation or purchase only after compliance with one or more alternative or additional pre-conditions to those set out above in this Condition 7 (*Redemption, Purchase, Substitution and Variation*), the Issuer shall comply with such other and/or, as appropriate, additional pre-condition(s).

7.9 Purchases

The Issuer or any of its Subsidiaries may (subject to Condition 7.8 (*Preconditions to redemption, purchase, substitution and variation*), satisfaction of the Solvency Condition and receiving the prior consent of the Issuer Supervisor (if required)), at any time purchase Notes (**provided that** all unmatured Coupons appertaining to the Notes are purchased with the Notes) in any manner and at any price. Any Notes so purchased may be held, reissued or surrendered for cancellation.

7.10 Cancellations

All Notes which are (a) redeemed, or (b) purchased by or on behalf of the Issuer or any of its Subsidiaries pursuant to Condition 7.9 (*Purchases*) above and surrendered for cancellation will forthwith be cancelled, together with all relative unmatured Coupons attached to the Notes or surrendered with the Notes, and accordingly may not be held, reissued or resold.

7.11 Trustee role on redemption, variation or substitution

The Trustee shall not be obliged to co-operate in or agree to any such substitution or variation of the terms referred to in this Condition 7 (*Redemption, Purchase, Substitution and Variation*) if the securities into which the Notes are to be substituted or are to be varied or such substitution or variation imposes, in the Trustee's opinion, more onerous obligations or duties upon it or exposes it to liabilities or reduces its protections. If the Trustee does not so co-operate or agree as provided above, the Issuer may instead, subject as provided above, redeem the Notes as provided above.

7.12 Trustee not obliged to monitor

The Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists for the purposes of this Condition 7 (*Redemption, Purchase, Substitution and Variation*) and will not be responsible to the Noteholders for any loss arising from any failure by it to do so. Unless and until the Trustee has written notice of the occurrence of any event or circumstance within this Condition 7 (*Redemption, Purchase, Substitution and Variation*), it shall be entitled to assume that no such event or circumstance exists.

7.13 Notice of substitution or variation

A notice of substitution or variation of the Notes pursuant to Conditions 7.3 (*Taxation Reasons redemption, substitution and variation*), 7.5 (*Capital Disqualification Event redemption, substitution and variation*) or 7.6 (*Ratings Agency Event redemption, substitution and variation*) shall specify the relevant details of the manner in which such substitution or variation shall take effect and where the Noteholders can inspect or obtain copies of the new terms and conditions of the Qualifying Tier 2 Securities. Such substitution or variation will be effected without any cost or charge to the Noteholders.

7.14 No other redemption

The Issuer shall not be entitled to redeem the Notes otherwise than as provided in Conditions 7.1 (*Redemption at Maturity*), 7.3 (*Taxation Reasons redemption, substitution and variation*), 7.4 (*Redemption at the Option of the Issuer*), 7.5 (*Capital Disqualification Event redemption, substitution and variation*), 7.6 (*Ratings Agency Event redemption, substitution and variation*) or 7.7 (*Clean-up call*) above.

8. **Taxation**

8.1 **Payment without Withholding**

All payments in respect of the Notes and Coupons by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future Taxes imposed or levied by or on behalf of the Relevant Jurisdiction, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer will pay such additional amounts in respect of interest (but not in respect of principal) as may be necessary in order that the net amounts received by the Noteholders and Couponholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Notes or, as the case may be, Coupons in the absence of the withholding or deduction; except that no additional amounts shall be payable in relation to any payment in respect of any Note or Coupon:

- (i) presented for payment by or on behalf of, a holder who is liable to the Taxes in respect of the Note or Coupon by reason of his having some connection with the Relevant Jurisdiction other than the mere holding of the Note or Coupon; or
- (ii) presented for payment in the Kingdom of Norway; or
- (iii) presented for payment more than 30 days after the Relevant Date except to the extent that a holder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Presentation Date (as defined in Condition 6.5 (*Payment only on a Presentation Date*)).

8.2 **Additional Amounts**

Any reference in these Conditions to any amounts in respect of the Notes and/or Coupons shall be deemed also to refer to any additional amounts which may be payable under this Condition 8 (*Taxation*) or under any undertakings given in addition to, or in substitution for, this Condition 8 (*Taxation*) pursuant to the Trust Deed.

9. **Prescription**

Notes and Coupons (which for this purpose shall not include Talons) will become void unless presented for payment within periods of 10 years (in the case of principal) and 5 years (in the case of interest) from the Relevant Date in respect of the Notes or, as the case may be, the Coupons, subject to the provisions of Condition 6 (*Payments and Exchanges of Talons*). There shall not be included in any Coupon sheet issued upon exchange of a Talon any Coupon which would be void upon issue under this Condition 9 (*Prescription*) or Condition 6 (*Payments and Exchanges of Talons*).

10. **Enforcement**

There are no events of default.

10.1 **Enforcement by the Trustee**

The Trustee may at any time, at its discretion and without notice, take such proceedings and/or other action against or in relation to the Issuer as it may think fit to enforce the provisions of the Trust Deed, the Agency Agreement, the Notes and the Coupons (other than in respect of any payment obligation of the Issuer under or arising from the Notes or the Trust Deed, including any payment of damages awarded for breach of any obligations thereunder) but in no event shall the Issuer, by virtue of the institution of any such proceedings or the taking of such steps or actions, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise

have been payable by it. The Trustee shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Agency Agreement, the Notes or the Coupons unless (a) it has been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least one-quarter in principal amount of the Notes then outstanding and (b) it has been indemnified and/or secured and/or pre-funded to its satisfaction against all liabilities to which it may thereby render itself liable or which it may incur by so doing and provided that the Trustee shall not be liable for the consequences of taking any such action and may take such action without having regard to the effect of such actions on individual Noteholders or Couponholders.

10.2 **Enforcement by the Noteholders**

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

Neither the Trustee nor any Noteholder or Couponholder is, as a matter of Norwegian law, entitled to petition for the winding-up of the Issuer.

11. **Replacement of Notes, Coupons and Talons**

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Replacement Agent (as defined in the Agency Agreement) upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

12. **Notices**

All notices to the Noteholders will be valid if published in a leading English language daily newspaper of general circulation in Europe (it is expected such publication will be made in the *Financial Times*). The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or the relevant authority on which the Notes are for the time being listed, including publication on the website of the relevant stock exchange or relevant authority if required by those rules. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with this Condition 12 (*Notices*).

13. **Meetings of Noteholders, Modification, Waiver, Authorisation and Substitution**

13.1 **Meetings of Noteholders**

The Trust Deed contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of the Noteholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of any of these Conditions or any of the provisions of the Trust Deed or the Agency Agreement. The quorum at any meeting for passing an Extraordinary Resolution will be one or more persons present holding or representing more than 50 per cent. in principal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons present whatever the principal amount of the Notes held or represented by him or them, except that, at any meeting the business of which includes the modification or abrogation of Reserved Matters, the necessary quorum for passing an Extraordinary Resolution will be one or more persons present holding or representing not less than three quarters, or at any adjourned such meeting not less than one quarter, of the principal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders will be binding on all Noteholders, whether or not they are present at the meeting, and on all Couponholders. In addition, a resolution in writing signed by or on behalf of Noteholders holding or representing not less than three-quarters of the aggregate

principal amount of the Notes for the time being outstanding who for the time being are entitled to receive notice of a meeting of Noteholders 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 Noteholders.

13.2 **Modification, Waiver, Authorisation and Substitution**

The Trustee may agree, without the consent of the Noteholders or Couponholders, (i) to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed (other than in respect of a Reserved Matter) or the Agency Agreement or (ii) to the substitution of the Issuer in accordance with these Conditions, (**provided that**, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders) or may agree, without any such consent as aforesaid, to any modification of these Conditions, the provisions of the Trust Deed or the Agency Agreement which, in its opinion, is of a formal, minor or technical nature.

Additionally, the Issuer may, subject to Condition 4.8 (*Benchmark Replacement*), vary or amend these Conditions, the Trust Deed and/or the Agency Agreement to give effect to certain amendments without any requirement for the consent or approval of Noteholders, as described in Condition 4.8 (*Benchmark Replacement*) and the Trustee shall agree to such variations or amendments in accordance with Condition 4.8 (*Benchmark Replacement*).

13.3 **Trustee to have Regard to Interests of Noteholders as a Class**

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 8 (*Taxation*) and/or any undertaking given in addition to, or in substitution for, Condition 8 (*Taxation*) pursuant to the Trust Deed.

13.4 **Notification to the Noteholders**

Any modification, abrogation, waiver or authorisation or substitution in accordance with these Conditions shall be binding on the Noteholders and the Couponholders and, unless the Trustee agrees otherwise, shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 12 (*Notices*).

13.5 **Notice to the Issuer Supervisor**

No modification to these Conditions shall become effective unless the Issuer Supervisor approved, granted permission for, consented to, or provided a non-objection to and has not withdrawn its approval, permission or consent to, such modification (in any case only if and to the extent such approval, permission, consent or non-objection is required by the Issuer Supervisor, the Relevant Rules or any other applicable rules of the Issuer Supervisor at the relevant time) (the "**Issuer Supervisor Consent**"). Once the Issuer receives the Issuer Supervisor Consent, the Issuer shall notify the Trustee as soon as reasonably practicable.

13.6 **Substitution**

- (a) The Trust Deed contains provisions permitting the Trustee to agree, subject to certain conditions set out in the Trust Deed being satisfied, but without the consent of the Noteholders or the Couponholders:

- (i) to the substitution of a successor in business of the Issuer in place of the Issuer or any previous substitute under this Condition 13.6 (*Substitution*) as principal debtor under the Trust Deed and the Notes; or
- (ii) (subject to the Notes being irrevocably guaranteed on a subordinated and (subject to the Solvency Condition) unconditional basis by the Issuer), to the substitution of a Subsidiary of the Issuer in place of the Issuer or any previous substitute under this Condition 13.6 (*Substitution*) as principal debtor under the Trust Deed and the Notes.

Any such substitution shall be subject to the Issuer having received the prior approval of the Issuer Supervisor (if required).

- (b) In the case of any substitution pursuant to this Condition 13.6 (*Substitution*), the Trustee may agree, without the consent of the Noteholders or the Couponholders, to a change of the law governing Conditions 2 (*Status and Subordination*), 3 (*Reduction of Subordinated Debt*), 5.1 (*Optional Deferral of Interest*), 5.2 (*Mandatory Deferral of Interest*), 7.2 (*Issuer deferral of redemption date*) and 7.5 (*Capital Disqualification Event redemption, substitution and variation*) of the Notes and the related provisions of the Trust Deed to the law of the jurisdiction of incorporation of the Substituted Obligor, provided that such change or the substitution would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders.
- (c) The Issuer will give notice of any substitution pursuant to this Condition 13.6 (*Substitution*) to Noteholders in accordance with Condition 12 (*Notices*) as soon as reasonably practicable following such substitution provided failure to do so shall not prevent the substitution from being effective.

14. **Indemnification of the Trustee and its contracting with the Issuer**

14.1 **Indemnification of the Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction.

14.2 **Trustee Contracting with the Issuer**

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer and/or any of the Issuer's Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of the Issuer's Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or Couponholders, and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

15. **Further Issues**

The Issuer is at liberty from time to time without the consent of the Noteholders or Couponholders to create and issue further notes or bonds (whether in bearer or registered form) either (a) having the same terms and conditions as the Notes in all respects (or in all respects save for the first payment of interest thereon) and so that the same shall be consolidated and form a single series with the Notes or (b) upon such terms as to ranking, interest, conversion, redemption and otherwise as the Issuer may determine at the time of the issue. Any further notes or bonds which are to form a single series with the outstanding notes or bonds of any series (including the Notes) constituted by the Trust Deed or any supplemental deed shall, and any other further notes or bonds may (with the consent of the Trustee), be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of notes or bonds of other series in certain circumstances where the Trustee so decides.

16. **Governing Law and Submission to Jurisdiction**

16.1 **Governing Law**

The Trust Deed, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and the Coupons are and shall be governed by, and construed in accordance with, English law, except for Conditions 2 (*Status and Subordination*), 3 (*Reduction of Subordinated Debt*), 5.1 (*Optional Deferral of Interest*), 5.2 (*Mandatory Deferral of Interest*), 7.2 (*Issuer deferral of redemption date*) and 7.5 (*Capital Disqualification Event redemption, substitution and variation*), which shall be governed by, and construed in accordance with, Norwegian law.

16.2 **Jurisdiction of English Courts**

The Issuer has, in the Trust Deed, irrevocably agreed for the benefit of the Trustee, the Noteholders and the Couponholders that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Notes and/or the Coupons (including a dispute relating to the existence, validity or termination of the Notes or any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and/or the Coupons or the consequences of their nullity) and accordingly has submitted to the exclusive jurisdiction of the English courts.

The Issuer has, in the Trust Deed, waived any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Trustee may take any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Trust Deed, the Notes and/or the Coupons (including any Proceeding relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and/or the Coupons) against the Issuer in any other court with jurisdiction and, to the extent allowed by law, concurrent Proceedings in any number of jurisdictions.

16.3 **Appointment of Process Agent**

The Issuer has, in the Trust Deed, irrevocably and unconditionally appointed Advokatfirmaet Thommessen AS at its registered office for the time being (at the Issue Date being Paternoster House, 65 St. Paul's Churchyard, London EC4M 8AB, United Kingdom) as its agent for service of process in England in respect of any Proceedings and has undertaken that in the event of such agent ceasing so to act it will appoint such other person as the Trustee may approve as its agent for that purpose. Nothing in this paragraph shall affect the right of the Trustee to serve process in any other manner permitted by law. This Condition 16.3 (*Appointment of Process Agent*) applies to Proceedings in England and to Proceedings elsewhere.

17. **Rights of Third Parties**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Note, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

18. **Definitions**

In these Conditions, except where otherwise defined:

"**Adjustment Spread**" means either (I) a spread (which may be positive, negative or zero), or (II) the formula or methodology for calculating a spread, in either case, which is to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) in the case of an Alternative Rate or (where (A) above does not apply) in the case of a Successor Rate, is in customary market usage in international debt capital markets

transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

- (C) if neither (A) nor (B) above applies, the Issuer, in its discretion, following consultation with the Independent Adviser and acting in good faith, determines to be appropriate to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders or Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Reference Rate (as the case may be or the Alternative Rate (as the case may be));

"Alternative Rate" means an alternative benchmark or screen rate which the Issuer determines in accordance with paragraph (b) of Condition 4.8 (*Benchmark Replacement*) 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) for debt securities with a commensurate interest period and in the same currency as the Notes;

"Accrual Date" means, in respect of any period, the date from which interest begins to accrue for such period.

"Arrears of Interest" has the meaning given in Condition 5.3 (*Arrears of Interest*).

"Assets" means, at any time, the non-consolidated total assets of the Issuer, as shown by the then latest published audited balance sheet of the Issuer, but adjusted for contingencies and for subsequent events, all valued in such manner as the Board of Directors or the board of administration of the Issuer (as the case may be) may determine.

"Authorised Signatory" means any director of the Issuer or any officer of the Issuer that is duly authorised to act on behalf of the Issuer.

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

"Benchmark Amendments" has the meaning given to it in Condition 4.8 (*Benchmark Replacement*).

"Benchmark Event" means:

- (a) the Original Reference Rate ceasing to be published for at least five Business Days as a result of ceasing to be calculated, administered or published;
- (b) the later of (i) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six months prior to the specified date referred to in (b)(i);
- (c) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued;
- (d) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (ii) the date falling six months prior to the specified date referred to in (d)(i);
- (e) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case on or before a specified date and (ii) the date falling six months prior to the specified date referred to in (e)(i); or

- (f) it has or will prior to the next Interest Determination Date become unlawful for the Agent Bank to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate; or
- (g) 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 of an underlying market.

"Board of Directors" means the board of directors of the Issuer.

"Business Day" means a day which is both 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 London and a TARGET Settlement Day.

"Calculation Amount" means €1,000.

"Capital Disqualification Event" is deemed to have occurred if as a result of any replacement of or change to (or change to the interpretation by any court or authority entitled to do so of) the Relevant Rules becoming effective on or after the Issue Date the Issuer Supervisor has stated in writing to Issuer and/or the Ultimate Parent that all or any part of the Notes are no longer capable of:

- (a) counting as cover for capital requirements or being treated as own funds (however such terms might be described in Solvency II or the Relevant Rules) applicable to the Issuer or the Ultimate Solvency II Group, in each case, whether on a solo or group basis, or
- (b) counting as Tier 2 Capital for the purposes of the Issuer or the Ultimate Solvency II Group, in each case, whether on a solo or group basis,

except where in the case of either paragraphs (a) or (b) above such non-qualification is only as a result of any applicable limitation on the amount of such capital.

"Compulsory Interest Payment Date" means each Interest Payment Date which is not a Mandatory Interest Deferral Date during the six months immediately prior to which:

- (c) a declaration or payment of any distribution or dividend on or in respect of any Junior Obligations or Parity Obligations or in respect of any class of the Ultimate Parent's share capital has been made by the Issuer or the Ultimate Parent, as applicable; or
- (d) the Issuer or the Ultimate Parent, directly or indirectly, redeemed, repurchased or acquired any Junior Obligations or Parity Obligations or shares of any class of the Ultimate Parent's share capital (with the exception of any repurchases in connection with stock options or ownership programmes for management or employees that are made in the normal course of business),

provided that, it shall not be a Compulsory Interest Payment Date solely:

- (i) by virtue of any payment on any Junior Obligations or Parity Obligations the terms of which do not allow the issuer of the relevant securities to defer, pass on or eliminate the relevant payment
- (ii) as a result of any distribution or dividend declared or paid by the Issuer, directly or indirectly, to the Ultimate Parent.

"Determination Period" means each period from (and including) 30 September in each year to (but excluding) the following 30 September (including the period commencing on 30 September 2020 and ending on 30 September 2021).

"Euro-zone" means the region comprised of the member states of the European Union that have adopted the single currency pursuant to the Treaty on the functioning of the European Union, as amended.

"Extraordinary Resolution" means (a) a resolution passed at a meeting of Noteholders duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll or (b) a resolution in writing signed by or on behalf of Noteholders holding or representing not less than three-quarters of the aggregate principal amount of the Notes for the time being outstanding who for the time being are entitled to receive notice of a meeting of Noteholders, which resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders.

"Financial Undertaking Act" means the Norwegian Financial Undertaking Act of 10 April 2015 no. 17 (as amended from time to time).

"Fixed Day Count Fraction" means (i) the actual number of days in the period from (and including) the Accrual Date to (but excluding) the date on which it falls due (the "**Accrual Period**"), divided by (ii) the actual number of days in the Determination Period during which the Accrual Period ends.

"Fixed Interest Payment Date" has the meaning given in Condition 4.1 (*Interest Payment Dates*).

"Fixed Rate of Interest" has the meaning given in Condition 4.3 (*Interest Rate*).

"Floating Rate of Interest" has the meaning given in Condition 4.3 (*Interest Rate*).

"Independent Adviser" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise in the international debt capital markets appointed by the Issuer under Condition 4.8 (*Benchmark Replacement*) at its own expense;

"Insolvent Insurer Winding-up" means:

- (a) the winding-up of any insurance undertaking or reinsurance undertaking within the Ultimate Solvency II Group other than the Issuer; or
- (b) the appointment of an administrator of any insurance undertaking or reinsurance undertaking within the Ultimate Solvency II Group other than the Issuer,

in each case, where the Issuer has determined that the assets of that insurance undertaking may or will be insufficient to meet all claims of the policyholders pursuant to a contract of insurance of that insurance undertaking which is in a winding-up or administration (and, for these purposes, the claims of policyholders pursuant to a contract of insurance shall include all amounts to which policyholders are entitled under applicable legislation or rules relating to the winding-up of insurance companies that reflect any right to receive or expectation of receiving benefits which policyholders may have). For the purposes of this definition, "**insurance undertaking**" and "**reinsurance undertaking**" have the meaning given to such terms in the Solvency II Directive.

"Interest" includes, where appropriate, Arrears of Interest.

"Interest Amount" has the meaning given in Condition 4.4 (*Determination of Floating Rate of Interest and Interest Amount*).

"Interest Determination Date" means the second TARGET Settlement Day before the commencement of the Interest Period for which the rate will apply.

"Interest Payment Date" has the meaning given in Condition 4.1 (*Interest Payment Dates*).

"Interest Payments" means payments of interest in respect of the Notes.

"Interest Period" means the period from (and including) the Issue Date to (but excluding) the first Interest Payment Date and each successive period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

"Issue Date" means 31 March 2021.

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

"Issuer Supervisor Consent" has the meaning given in Condition 13.5 (*Notice to the Issuer Supervisor*).

"Junior Obligations" means (i) any class of the Issuer's share capital and (ii) any other obligations of the Issuer ranking or expressed to rank junior to the Notes (including, without limitation, Tier 1 Capital).

"Liabilities" means, for the purposes only of the definition of Solvent, at any time, the non-consolidated liabilities of the Issuer, as shown by the then latest published audited balance sheet of the Issuer, but adjusted for contingencies and for subsequent events, all valued in such manner as the Board of Directors or the board of administration of the Issuer (as the case may be) may determine.

"Mandatory Interest Deferral Date" means each Interest Payment Date (or for the purposes only of Condition 5.3 (*Arrears of Interest*), each date) in respect of which a Regulatory Deficiency Interest Deferral Event has occurred and is continuing or would occur if payment of interest was made on such Interest Payment Date.

"Mandatory Redemption Deferral Date" means any date in respect of which a Regulatory Deficiency Redemption Deferral Event has occurred and is continuing or would occur if the payment of the relevant redemption amount otherwise due pursuant to Condition 7 (*Redemption, Purchase, Substitution and Variation*) was made on such date.

"Margin" means 2.95 per cent. per annum.

"Minimum Capital Requirement" means each minimum capital requirement (as defined in Section 14-11 of the Financial Undertaking Act and as further detailed in the Relevant Rules) applicable to the Issuer and/or the Ultimate Solvency II Group, in each case, whether on a solo or group basis, referred to in, or any other minimum capital requirement howsoever described in, Solvency II or the Relevant Rules.

"Norwegian Solvency II Regulation" means the Norwegian Solvency II regulation of 25 August 2015 no. 999 (*No: Solvens II-forskriften*) (as amended from time to time).

"Optional Interest Payment Date" means any Interest Payment Date:

- (a) which is not a Mandatory Interest Deferral Date; and
- (b) which is not a Compulsory Interest Payment Date.

"Original Reference Rate" means the Screen Rate (provided that if, following one or more Benchmark Events, the Screen Rate (or any Successor Rate or Alternative Rate which has replaced it) has been replaced by a (or a further) Successor Rate or Alternative Rate and a Benchmark Event subsequently occurs in respect of such Successor Rate or Alternative Rate, the term "Original Reference Rate" shall include any such Successor Rate or Alternative Rate).

"Parity Obligations" means obligations of the Issuer ranking or expressed to rank *pari passu* with the Notes and/or the Coupons.

"Presentation Date" has the meaning given in Condition 6.5 (*Payment only on a Presentation Date*).

"Qualifying Tier 2 Securities" means securities issued directly or indirectly by the Issuer that have terms not materially less favourable to a Noteholder (as reasonably determined by the Issuer in consultation with an independent investment bank of international standing and provided that a certification to such effect (including as to the consultation with the independent investment bank and in respect of (i) to (viii) below) signed by two Authorised Signatories of the Issuer shall have been delivered to the Trustee (upon which the Trustee shall be entitled to rely without liability to

any person) prior to the issue of the relevant securities) and shall (i) contain terms which comply with the then current requirements of the Relevant Rules in relation to Tier 2 Capital, (ii) have at least the same interest rate and interest payment dates, (iii) rank senior or *pari passu* with the Notes, (iv) preserve the rights to any unpaid accrued interest and/or Arrears of Interest, (v) have the same solicited credit ratings, (vi) contain the same redemption provisions, (vii) contain terms providing for compulsory deferral of payments of interest and/or principal only if such terms are not materially less favourable to a holder thereof than the compulsory deferral provisions applying to the Notes; (viii) not contain any term which provides for, requires or entitles the Issuer to effect any loss absorption through a write-down of the nominal amount of Tier 2 Capital or conversion of such Tier 2 Capital into ordinary shares; (ix) be listed or admitted to trading on a regulated market for the purposes of Directive 2014/65/EU (as amended or replaced from time to time); (x) have been approved by the Issuer Supervisor in accordance with the Relevant Rules and (xi) to the extent that such securities are issued indirectly, benefit from a subordinated guarantee from the Issuer with terms equivalent to Tier 2 Capital.

"Rating Agency" means S&P Global Ratings Europe Limited, or any successor thereof.

"Ratings Agency Event" will be deemed to occur upon a change in the rating methodology of a Rating Agency (or in the interpretation of such methodology) becoming effective on or after the Issue Date as a result of which the equity credit (or such other nomenclature as may be used by the Rating Agency from time to time to describe the degree to which the terms of an instrument are supportive of an issuer's senior obligations in terms of either leverage or total capital) assigned by the relevant Rating Agency to the Notes, as notified by such Rating Agency to the Issuer or as published by such Rating Agency, becomes, in the reasonable opinion of the Issuer, materially less favourable when compared to the equity credit assigned by the relevant Rating Agency to the Notes on or around the Issue Date.

"Reference Banks" means the principal Euro-zone office of each of four major banks engaged in the Euro-zone interbank market selected by the Issuer on the advice of an investment bank of international repute.

"Regulatory Deficiency Interest Deferral Event" means any event which (i) (including, without limitation, any event which causes the Solvency Capital Requirement or the Minimum Capital Requirement to be breached and such breach is an event which) under Solvency II and/or the Relevant Rules would require the Issuer to defer or suspend payment of interest (or, if applicable, Arrears of Interest) in respect of the Notes and/or (ii) where the Issuer Supervisor has directly notified the Issuer in writing that such deferral or suspension of payment of interest (or, if applicable, Arrears of Interest) in respect of the Notes is required and the Issuer Supervisor has not revoked such notification.

"Regulatory Deficiency Redemption Deferral Event" means any event which (i) (including, without limitation, where an Insolvent Insurer Winding-up has occurred and is continuing, or any event which causes the Solvency Capital Requirement or the Minimum Capital Requirement to be breached and the continuation of such Insolvent Insurer Winding-up is or, as the case may be, such breach is an event which) under Solvency II and/or the Relevant Rules would require the Issuer to defer or suspend repayment or redemption of the Notes and/or (ii) where the Issuer Supervisor has directly notified the Issuer in writing that such deferral or suspension of repayment or redemption of the Notes is required and the Issuer Supervisor has not revoked such notification.

"Relevant Date" means the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the Principal Paying Agent or the Trustee on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect has been duly given to the Noteholders by the Issuer in accordance with Condition 12 (*Notices*).

"Relevant Jurisdiction" means the Kingdom of Norway or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal or interest on the Notes or Coupons.

"Relevant Nominating Body" means, in respect of the Original Reference Rate:

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

"Relevant Rules" means any legislation, rules or regulations (whether having the force of law or otherwise) applying to the Issuer, the Ultimate Solvency II Group or any member of the Ultimate Solvency II Group from time to time relating to the characteristics, features or criteria of own funds or capital resources and, for the avoidance of doubt and without limitation to the foregoing, includes any legislation, rules or regulations implementing the Solvency II Directive into Norwegian law, including, without limitation, any implementing measures adopted pursuant to the Solvency II Directive, the Solvency II Regulation, the Financial Undertaking Act, the Norwegian Solvency II Regulation and other applicable implementing measures adopted pursuant to the Solvency II Directive which are in force in the Kingdom of Norway from time to time;

"Representative Amount" means, in relation to any quotation of a rate for which a Representative Amount is relevant, an amount that is representative for a single transaction in the relevant market at the relevant time.

"Reserved Matter" means the following proposals to be approved at a meeting of the Noteholders by Extraordinary Resolution:

- (a) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, of the method of calculating the date of payment in respect of any principal or interest in respect of the Notes **provided, however, that** for the avoidance of doubt that Benchmark Amendments and the selection of a Successor Rate, an Alternative Rate or an Adjustment Spread (in each case in accordance with the provisions of Condition 4.8 (*Benchmark Replacement*)) or any reduction, cancellation, write-down or other action pursuant to Condition 3 (*Reduction of Subordinated Debt*) shall not constitute Reserved Matters;
- (b) alteration of the currency in which amounts due in respect of the Notes and Coupons are payable;
- (c) alteration of the quorum required at any meeting or the majority required to pass an Extraordinary Resolution;
- (d) other than pursuant to Condition 13.6 (*Substitution*) or pursuant to Condition 3 (*Reduction of Subordinated Debt*), to sanction any such scheme or proposal for the exchange or sale of the Notes for or the conversion of the Notes into or the cancellation of the Notes in consideration of shares, stock, bonds, notes, debentures, debenture stock and/or other obligations and/or Notes of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, bonds, notes, debentures, debenture stock and/or other obligations and/or Notes as aforesaid and partly for or into or in consideration of cash; or
- (e) to amend this definition.

"Reset Date" means the Interest Payment Date falling on 30 September 2031.

"Screen Rate" means the offered rate for six month deposits in euro which appears on the Reuters page EURIBOR01 (or such replacement page or pages on that service which displays the information).

"Senior Creditors" means all creditors of the Issuer who are (i) policyholders from time to time or other unsubordinated creditors of the Issuer, or otherwise rank or are expressed to rank senior to the Notes or (ii) subordinated creditors of the Issuer other than those whose claims by law rank, or by their terms are expressed to rank, *pari passu* with or junior to the Notes.

"Solvency II" means the Solvency II Directive and any implementing measures adopted pursuant to and to give effect to the Solvency II Directive (for the avoidance of doubt, whether implemented by way of regulation or by further directives or otherwise) and including, without limitation, the Solvency II Regulation.

"Solvency II Directive" means Directive 2009/138/EC of the European Union (as amended from time to time) on the taking-up and pursuit of the business of insurance and reinsurance (Solvency II).

"Solvency II Regulation" means Commission Delegated Regulation (EU) 2015/35 of 10 October 2014 supplementing Directive 2009/138/EC of the European Parliament and of the Council on the taking up and pursuit of the business of Insurance and reinsurance (Solvency II), as amended from time to time (including, without limitation, by Commission Delegated Regulation (EU) 2019/981).

"Solvency Capital Requirement" means each solvency capital requirement (as defined in Section 14-10 of the Financial Undertaking Act and as further detailed in the Relevant Rules) applicable to the Issuer and/or the Ultimate Solvency II Group, in each case, whether on a solo or group basis, referred to in, or any other capital requirement (other than the Minimum Capital Requirement) howsoever described in, Solvency II or the Relevant Rules.

The Issuer shall be **"Solvent"** if:

- (a) it is able to pay its debts as they fall due; and
- (b) its Assets exceed its Liabilities.

A report as to the Solvency or lack of Solvency of the Issuer by two Authorised Signatories of the Issuer or, in certain circumstances as provided in the Trust Deed, accountants of international repute appointed by the Board of Directors or (if a Bankruptcy Event has occurred) its board of administration shall in the absence of manifest error be treated and accepted by the Issuer, the Trustee and the Noteholders and Couponholders as correct and sufficient evidence thereof.

"Subsidiary" means a subsidiary undertaking of the Issuer within the meaning of Section 1-3 of the Norwegian Private Limited Liability Companies Act of 13 June 1997 no. 44.

"Successor Rate" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

"TARGET2" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system or any successor thereto.

"TARGET Settlement Day" means any day on which TARGET2 is open for the settlement of payments in euro.

"Taxes" means taxes, duties, assessments or governmental charges of whatever nature.

"Tier 1 Capital" means capital which is treated as issued Tier 1 Capital by the Issuer Supervisor.

"Tier 2 Capital" means capital which is treated as issued Tier 2 Capital by the Issuer Supervisor.

"Ultimate Parent" means the highest level parent company of the Issuer which is regulated under Solvency II on a group basis. At the Issue Date the Ultimate Parent was Storebrand ASA.

"Ultimate Solvency II Group" means the Ultimate Parent and such other group entities as may be construed as part of its regulatory group under Solvency II or the Relevant Rules or otherwise by the Issuer Supervisor, as the case may be.

OVERVIEW OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

The following is an overview of the provisions to be contained in the Global Notes which will apply to, and in some cases modify, the Conditions while the Notes are in global form.

1. Exchange

The Notes will initially be in the form of a temporary global note (the "**Temporary Global Note**") which will be deposited on or around the Issue Date with a common depository for Euroclear and Clearstream, Luxembourg.

The Temporary Global Note generally will be exchangeable, in whole or in part, for interests in a permanent global note (the "**Permanent Global Note**") not earlier than 40 days after the Issue Date of the Notes upon certification as to non-U.S. beneficial ownership.

Each Permanent Global Note will be exchangeable in whole but not in part (free of charge to the holder) for Definitive Notes only if one of the following events (each an "**Exchange Event**") occurs:

- (a) either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no alternative clearing system satisfactory to the Trustee is available; or
- (b) the Issuer would suffer a disadvantage as a result of a change in laws or regulations (taxation or otherwise) or as a result of a change in the practice of Euroclear and/or Clearstream, Luxembourg which would not be suffered were the Notes in definitive form and a certificate to such effect signed by two (2) Authorised Signatories is given to the Trustee.

Thereupon (in the case of paragraph (a) above) the holder of the Permanent Global Note (acting on the instructions of one or more of the Accountholders (as defined below)) or the Trustee may give notice to the Issuer and (in the case of paragraph (b) above) the Issuer may give notice to the Trustee and the Noteholders of its intention to exchange the Permanent Global Note for Definitive Notes on or after the Exchange Date (as defined below).

On or after the Exchange Date a holder of the Permanent Global Note may or, in the case of paragraph (a) above, shall surrender the Permanent Global Note to or to the order of the Principal Paying Agent. In exchange for the Permanent Global Note the Issuer will deliver, or procure the prompt delivery (free of charge to the bearer) of, an equal aggregate principal amount of Definitive Notes in the denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000 (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Note), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in the Trust Deed. On exchange of the Permanent Global Note, the Issuer will procure that it is cancelled and, if the holder so requests, returned to the holder together with any relevant Definitive Notes.

For these purposes, "**Exchange Date**" means a day specified in the notice requiring exchange falling not less than 60 days after that on which such notice is given and being a day on which banks are open for general business in the place in which the specified office of the Principal Paying Agent is located and, except in the case of exchange pursuant to paragraph (a) above, in the place in which the relevant clearing system is located.

2. Payments

On and after the date falling 40 days after the Issue Date of the Notes, no payment will be made on the Temporary Global Note unless exchange for an interest in the Permanent Global Note is improperly withheld or refused. Payments of principal and interest in respect of Notes represented by a Global Note will, subject as set out below, be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of such Global Note to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purposes. A record of each payment made will be

endorsed on the appropriate part of the schedule to the relevant Global Note by or on behalf of the Principal Paying Agent, which endorsement shall be *prima facie* evidence that such payment has been made in respect of the Notes. Payments of interest on the Temporary Global Note (if permitted by the first sentence of this paragraph) will be made only upon certification as to non-U.S. beneficial ownership.

Payments of principal and interest in respect of the Notes will not be made within the United States.

In the case of all payments made in respect of the Temporary Global Note and the Permanent Global Note "**Business Day**" means a Target Settlement Day.

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, paragraph (b) in the definition of Presentation Date in Condition 6.5 (*Payment only on a Presentation Date*) shall be deemed deleted.

3. **Notices**

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relevant Accountholders rather than by publication as required by Condition 12 (*Notices*) except that such notices shall also be published in a manner which complies with the rules and regulations of the Euronext Dublin or of any stock exchange (or any other relevant authority) on which the Notes are for the time being listed, such as on www.ise.ie where the Notes are listed on the Euronext Dublin.

4. **Accountholders**

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Notes (each an "**Accountholder**") (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg (which certificate or other document may comprise any form of statement or print-out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline System)) as to the principal amount of such Notes standing to the account of any person shall, in the absence of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Notes for all purposes (including but not limited to, for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Noteholders) other than with respect to the payment of principal and interest on such principal amount of such Notes, the right to which shall be vested, as against the Issuer and the Trustee, solely in the bearer of the relevant Global Note in accordance with and subject to its terms and the terms of the Trust Deed. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the bearer of the relevant Global Note.

5. **Prescription**

Claims against the Issuer in respect of principal and interest on the Notes represented by the relevant Global Note will be prescribed after 10 years (in the case of principal) and 5 years (in the case of interest) from the Relevant Date (as defined in Condition 18 (*Definitions*)).

6. **Cancellation**

Cancellation of any Note represented by a Global Note and required by the Conditions of the Notes to be cancelled following its redemption, purchase or reduction will be effected by endorsement by or on behalf of the Principal Paying Agent of the reduction in the principal amount of the relevant Global Note on the relevant part of the schedule thereto.

7. **Euroclear and Clearstream, Luxembourg**

References in the Global Notes and this overview to Euroclear and/or Clearstream, Luxembourg shall be deemed to include references to any other clearing system approved by the Trustee.

8. **Authentication**

Neither the Temporary Global Note nor the Permanent Global Note shall become valid or enforceable for any purpose unless and until it has been authenticated by or on behalf of the Principal Paying Agent.

9. **Legend**

The following legend generally will appear on the Notes:

"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."

USE OF PROCEEDS

The estimated net proceeds of the issue of the Notes will be approximately €295,370,000, and may be used, in whole or in part, to repurchase or refinance its existing Tier 2 debt.

An amount equal to the net proceeds of the Notes will be allocated by the Issuer to the financing or refinancing, in whole or in part, of Eligible Green Assets. The Issuer may allocate an amount equal to the net proceeds to Eligible Green Assets where acquisition of the asset has occurred within the two year period preceding the Issue Date. On a best efforts basis, the Issuer will attempt to allocate an amount equal to the net proceeds to Eligible Green Assets within three years from the Issue Date.

"**Eligible Green Assets**" means green buildings and green infrastructure that meet the Eligibility Criteria as per the Issuer's Green Bond Framework.

The Eligibility Criteria as per the Issuer's Green Bond Framework (the "**Eligibility Criteria**") are set out below:

There are two eligible categories in which the Issuer may invest the net proceeds of the Notes: (i) green buildings and (ii) green infrastructure.

Green Buildings

Green buildings has three eligible sub-categories: (i) new green buildings; (ii) renovation and refurbishment of existing buildings; and (iii) energy efficiency of existing buildings. All three sub-categories are aligned to the Sustainable Cities and Communities UN Sustainable Development Goals ("SDGs"). Investments in or financing of such Eligible Green Assets requires at least one of the following certifications: (i) very good or above for the BREEAM standard, (ii) gold or platinum for the LEED standard, (iii) silver or above for the Mijøbyggnad standard and (iv) Nordic Swan Ecolabel (Svanen) or any equivalent certification as determined by the Storebrand Environmental Function, each as specified in the Issuer's Green Bond Framework and together with the other criteria specified therein.

Green Infrastructure

Green infrastructure has two eligible sub-categories: (i) renewable energy; and (ii) clean transportation, which are aligned to the Affordable and Clean Energy, and Sustainable Cities and Communities SDGs respectively. Within the renewable energy sub-category, investments relating to Solar PV, Offshore and Onshore Wind, Hydropower and Geothermal renewable energy technologies are eligible subject to the criteria set out in the Issuer's Green Bond Framework. Within the clean transportation sub-category, investments relating to the development, construction, acquisition, maintenance, and operation of electric rail infrastructure and electric rolling stock for both passenger and freight transportation are eligible (for passenger transportation, where the carbon intensity of transportation is less than 75g CO₂e/passenger km and for freight transportation, where such transportation does not involve fossil fuels). Investments relating to the development, construction, acquisition, maintenance, and operation of Battery Electric Vehicle charging infrastructure are also eligible under this sub-category.

The indicative metrics for each of the categories above are ton CO₂ equivalents avoided.

The Issuer has published a green bond framework which follows, among other things, the guidelines specified in the 2018 edition of the Green Bond Principles published by the Executive Committee of the Green Bond Principles with the support of the International Capital Markets Association ("**ICMA**") (as amended from time to time, the "**Green Bond Framework**").

The Green Bond Framework has been published at: https://www.storebrand.no/en/investor-relations/rating-and-funding/_attachment/inline/927e9ec4-de1d-469c-81fc-f4a510870d25:2b835289430a46fb560711db57ede2f7e19793a3/Green%20Bond%20Framework.pdf.

The latest version of the Green Bond Framework will be available on the website of the Issuer.

The Issuer has appointed Sustainalytics to conduct an external review of the Green Bond Framework and provide a second party opinion (the "**Second Party Opinion**"), commenting on:

- the alignment of the Green Bond Framework with ICMA, Loan Market Association and other relevant market standards;
- the environmental benefits expected from the underlying project categories; and
- the alignment of the framework with the Issuer's broader environmental strategy.

The Second Party Opinion has been published at: https://www.storebrand.no/en/investor-relations/rating-and-funding/_attachment/inline/742e56ad-6ca5-403c-8aeb-7cb8b0ec02ea:a48b0f8d5715d00a53b9eae93bbf9e58c85e28f0/Green%20Bond%20Framework,%20Seco-nd-Party%20Opinion.pdf.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of the Second Party Opinion and in particular as to whether any Eligible Green Assets fulfil any environmental, sustainability, social or other criteria. The Second Party Opinion is not a recommendation to buy, sell or hold the Notes.

Neither the Second Party Opinion nor the Green Bond Framework is incorporated in, and they do not form part of, this Prospectus.

The Issuer intends to make and keep publicly available reporting on the allocation of an amount equal to the net proceeds of the issue of the Notes to the Eligible Green Assets. Wherever feasible the Issuer will report on the impact of the Eligible Green Assets, at least at the category level, within 12 months from the issuance of the Notes, to be renewed annually until full allocation of an amount equal to the net proceeds of the Notes to Eligible Green Assets and upon any material changes that would affect the portfolio of Eligible Green Assets. Within one year of issuance, and annually thereafter until full allocation of any Green Bond and upon any material changes that would affect the portfolio of Eligible Green Assets, the Issuer will provide an external report to investors. The Issuer intends that its reporting will include details of any material developments, such as modification of the Green Bond Framework or changes of allocation of Eligible Green Assets between categories. For the avoidance of doubt, any such reports will not be incorporated by reference in, or form part of, this Prospectus.

DESCRIPTION OF THE ISSUER, THE STOREBRAND LIFE GROUP AND THE STOREBRAND ASA GROUP

OVERVIEW OF THE STOREBRAND ASA GROUP The Issuer is a wholly-owned subsidiary of Storebrand ASA. However, Storebrand ASA and the Issuer are separate legal entities, with requirements to have separate boards of directors. Further, the Issuer's Board (as defined below) is required to have a minimum number of board members external to the Storebrand ASA Group and both the Issuer and Storebrand ASA are independently subject to various regulatory and governance requirements.

The Storebrand ASA Group offers a comprehensive range of insurance and asset management services, as well as securities, banking and investment services, to private individuals, companies, municipalities, and the public sector.

A simplified group structure chart of the Storebrand ASA Group is set out below:



The Storebrand ASA Group comprises four business areas:

- **Savings** – which includes defined contribution in Norway and Sweden, asset management and bank products to the retail market. Savings includes results of operations from the Issuer and other Storebrand ASA Group subsidiaries;
- **Insurance** – which consists of Storebrand Insurance, Storebrand Health Insurance and the majority of the risk products written within the Storebrand Life Group’s Norwegian business, with the exception of risk coverage bundled to the guaranteed life products. Storebrand Insurance offers standard property and casualty insurance products, one-year risk products and health insurance in the Norwegian retail market, and workers' compensation and group life insurance for the corporate market;
- **Guaranteed pensions** – which includes long-term pension savings products that give customers a guaranteed rate of return. The business area covers guaranteed pensions in Norway and Sweden, paid-up policies and closed books of individual capital and pension insurance; and
- **Other** – which includes the results of operations of Storebrand ASA, smaller subsidiaries and the own account portfolios of the Issuer and other Storebrand ASA Group companies.

The Storebrand ASA Group aims to provide customers with financial freedom and security by offering long-term savings and insurance solutions adapted to the customer's individual needs. The Storebrand ASA Group’s strategy is to: (A) be the leading provider of occupational pensions in both Norway and Sweden; (B) continue to build a Nordic powerhouse in asset management; and (C) ensure fast growth as a challenger in the Norwegian retail market for financial services.

As regards item (A) described above, the Storebrand ASA Group’s target for 2023 is to be the leading (in terms of market share) private sector provider of occupational pensions in the Norwegian market and to achieve a double digit Compound Annual Growth Rate (“CAGR”) in premiums over the period from 2021-2023 in the Swedish market. As regards item (B) described above, the Storebrand ASA Group’s target is to grow assets under management by NOK 250 billion in absolute terms by 2023. As regards item (C) described above, the Storebrand ASA Group’s target is to achieve double digit CAGR in terms of insurance premiums over the period 2021-2023 and an average combined ratio of 90-92 per cent. in each year. The Storebrand ASA Group’s strategy is to have leadership in sustainability and a leading technology platform as the engine for growth as the differentiating factors in the work towards the targets outlined for 2023.

OVERVIEW OF THE ISSUER

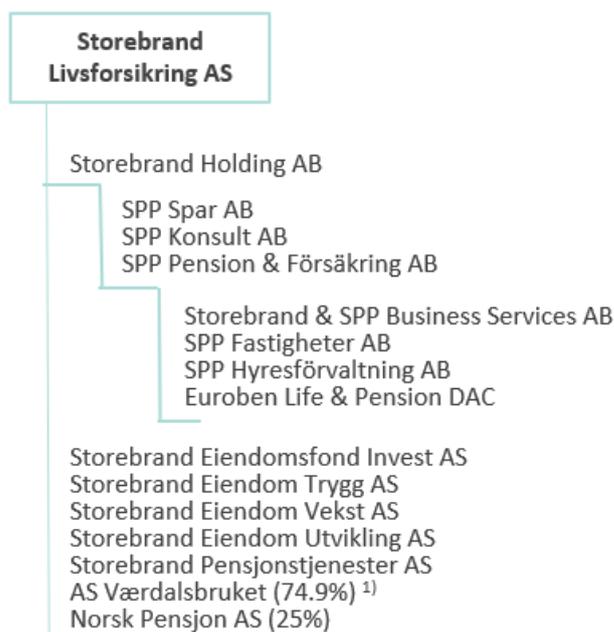
Based on its market share in the Norwegian market according to FNO (Finance Norway) industry reporting for the third quarter of 2020 (“FNO”), the Storebrand Life Group is one of the leading insurance businesses in the Norwegian market. Based on its market share in the Swedish market according to Svensk Försäkring (“Insurance Sweden”) as at the fourth quarter of the year ended 31 December 2020, and through its subsidiary Storebrand Holding AB and its wholly-owned companies SPP Pension & Försäkring AB, SPP Spar AB and SPP Konsult AB (together, “SPP”), the Storebrand Life Group also has a strong position in the Swedish market.

The Storebrand Life Group’s principal business areas are pensions and life insurance. The Storebrand Life Group offers a wide range of products for occupational pensions, individual pension savings, life insurance and health insurance for companies and private individuals. It also offers actuarial services, systems solutions and other types of services associated with the operation of pension funds through its wholly-owned company, Storebrand Pensjonstjenester AS.

The Storebrand Life Group operates out of three countries, Norway, Sweden and Ireland, and had 1,251 employees as at 31 December 2020.

The Issuer's goal is for the Storebrand Life Group to be a leading provider of long-term savings and insurance products in the Nordic region. The Issuer is working to achieve this goal through a focus on operational excellence, customer orientation, growth and risk adjusted profitability, and has developed detailed strategic and operating initiatives at every level within the Storebrand Life Group to support these objectives.

The structure chart of the Storebrand Life Group is set out below:



1) Storebrand ASA owns the remaining 25.1 per cent. of AS Værdalsbruket

HISTORY OF THE ISSUER

The Storebrand ASA Group is a result of more than 80 mergers and acquisitions and numerous name changes and changes in legal structure over more than 250 years. In 1767, Norges Brankasse was established. This company, following a merger in 1917, merged into the Storebrand ASA Group in 1990. The first life insurance company in Norway was formed in 1847 and later became a part of the Issuer. Following a merger in 1917, the Issuer became one of the largest life insurance companies in Norway. In 2007, the Issuer acquired SPP Liforsakring AB and became one of the leading life and pension providers in the Nordic region.

BUSINESS OF THE ISSUER

The Issuer is a leading provider of pensions in the Norwegian market, based on market share according to FNO and offers a wide range of products within occupational pensions, private pension savings and life insurance to companies, public sector entities and private individuals. The Issuer aims to be Norway's most respected and customer-oriented life insurance company by offering customers the most attractive products, the best advice and the best customer service.

The Issuer has a high level of customer satisfaction in the occupational pensions market (Norwegian Customer Barometer, 2019). This has helped the Issuer to consolidate its position as the leading pension provider in the Norwegian market for private occupational pension (FNO)¹.

Market position in Norway

As at 31 December 2020, the Issuer managed NOK 331 billion in customer funds, comprising NOK 297 billion in group pensions, NOK 28 billion in individual life savings, NOK 3.6 billion in sector pensions and NOK 1.6 billion in group life and workers' compensation insurance.

According to FNO, the Issuer had:

- a 20.6 per cent. share of the total Norwegian life and pension insurance market (including the public sector) measured in terms of customer funds under management as of 30 September 2020;
- a 17.6 per cent. market share of premium income, based on premium income in the first nine months of 2020; and
- a 37.9 per cent. share of the private occupational pensions market, based on customer funds under management as at 30 September 2020.

The Issuer serves a broad range of corporate and individual customers and many of the largest companies in Norway are customers.

An important growth area for the Issuer in recent years has been defined contribution pensions for the corporate market. Over the last few years, the Issuer's main activity within occupational pension product development has involved the adaptation of the new pension regulations to State pensions reform in Norway, in particular the introduction of flexible withdrawal of pensions from 62 years of age and continued accrual of pension reserves for those continuing to work.

Corporate pensions

Defined benefit products for private sector

The Issuer currently enjoys the leading market position in private occupational defined benefit products with a market share in Norway of 42.1 per cent. based on written premiums and according to FNO. The majority of the guaranteed products are closed for new business and are in long term run-off as pension

¹ See <https://www.finansnorge.no/siteassets/statistikk/livstatistikk/statistikker---livstatistikker/ma/2020/ma-3.-kvartal-2020.xlsx>.

payments are made to the policyholders. The excess profit return on investments (above the guaranteed minimum annual interest rate) is allocated to the employer. The Issuer generates profits by ensuring that the product price elements cover the investment and insurance risk as well as any operational costs. The rate of the guaranteed minimum annual interest rate is set on a yearly basis.

However, the low interest rate environment in recent years, in combination with increased life expectancy and expectation of increased capital requirements following the introduction of Solvency II has forced the Issuer and other Norwegian pension providers to increase the price for annual interest guarantee products. As a consequence, many companies that operate defined benefit pension schemes have been re-evaluating their pension arrangements towards defined contribution solutions.

Defined benefit products for the public sector

As at 31 December 2020, the Issuer had NOK 3.6 billion in customer funds of defined benefit products for the public sector. The Issuer decided to exit this market in the fourth quarter of 2012 due to, among other things, capital requirements for the Storebrand Life Group. As the Storebrand Life Group is now well capitalised, and the public market is large and fast growing, the Issuer re-entered the public pension market in 2020. A total of NOK 9 billion worth of mandates were won in 2020, making the segment a new growth area for the Storebrand Life Group. The ambition is to gain a 1 per cent. market share annually, or approximately NOK 5 billion in annual net inflow.

Paid-up policies

All paid-up policies have a guaranteed annual minimum interest rate. As at 31 December 2020, the Issuer had a total of NOK 145 billion in paid-up policies reserves. Based on the Issuer's own research, paid-up policies are the only guaranteed pension portfolio experiencing growth over time as active defined benefit contracts eventually become paid-up policies.

Defined contribution

The Issuer currently enjoys a leading market position in defined contribution occupational pension products with a market share in Norway of 29.3 per cent. based on gross premiums according to FNO and total customer funds of NOK 122 billion. Defined contribution plans, in which a percentage of the employee's salary is invested in selected funds with payout amounts corresponding to investment performance, did not receive favourable tax treatment prior to 2001 in Norway. However, the introduction of mandatory occupational pensions in Norway in 2006 as well as increased costs of defined benefit pension schemes due to an increase in longevity, combined with a low interest rate environment, have led to the vast majority of employers setting up new defined contribution pension schemes in recent years and other companies moving to defined contributions for new pension rights earned.

Pension capital certificates

As at 31 December 2020, the Issuer had pension capital certificates (from defined contribution policies) with customer funds totaling NOK 38 billion. The Issuer believes that there will be continued strong growth in Norway with regards to total customer funds for pension capital certificates, driven by a high number of companies with defined contribution schemes.

New legislation introducing individual pension accounts in the Norwegian defined contribution market entered into force on 1 January 2021. Pension capital certificates issued by previous employers will be transferred into the active scheme unless the holder makes an active choice to stay with the current provider by opting out. Employees can choose to opt out until 30 April 2021. The transfer of approximately 1.5 million certificates (around NOK 70 billion) will then take place from May to November 2021.

Group life and workers' compensation

The Issuer offers its customers in the corporate market group life insurance for their employees upon disability and/or death. In addition, the Issuer also offers coverage of death to the employee's spouse or partner. The Issuer's market share of gross written premiums in Norway in the segment for group life

insurance were 19.4 per cent. as at 30 September 2020 according to FNO, and it had customer funds of NOK 1.6 billion as at 31 December 2020.

Individual savings-related insurance products

The Issuer has savings-related life insurance products with a guaranteed minimum return (Livkonto) and individual pension plan products (IPA Pensions with an investment guarantee) with customers funds of NOK 28 billion as at 31 December 2020. Due to regulatory changes which now prohibit the selling of these products, both of these products are closed for new business and steps have been taken to accelerate the run-off process. The Issuer also offers unit-linked based pension savings products with investment choice but without a guarantee. As at 31 December 2020, the Issuer managed NOK 2.9 billion in unit-linked based pension savings products.

Individual life and disability insurance

The Issuer has a long history in individual life and disability insurance products and offers a wide range of products in the retail market. The main individual risk insurance products offered by the Issuer include critical illness, cancer insurance and disability insurance coverage for children in Norway. As at 31 December 2020, the Issuer had an 8.1 per cent. market share in Norway for child insurance according to FNO.

Swedish operations – SPP

In December 2007, the Issuer acquired SPP Livförsäkring AB and SPP Liv Fondförsäkring AB. In 2015 SPP Livförsäkring AB and SPP Liv Fondförsäkring AB merged and changed its name to SPP Pension & Försäkring AB (publ) (“**SPP P&F**”). SPP P&F offers pension and insurance solutions and provides advice to companies and their employees in the Swedish occupational pensions market. SPP P&F also offers private pension savings and personal risk coverage, including illness and health insurance in the retail market. SPP P&F delivers qualified consultancy services within occupational pensions and insurance for companies and public sector entities.

SPP P&F is a leading Swedish life insurance and pension provider with a 12.2 per cent. market share in the Swedish occupational pensions market, unit linked, excluding transfers (based on twelve month rolling values of premium income as of 31 December 2020) according to Insurance Sweden. As at 31 December 2020, SPP P&F managed SEK 209 billion in customer funds, comprising SEK 126 billion in unit-linked pensions, SEK 40 billion in defined benefits pensions and SEK 43 billion in defined contribution pensions with guarantee. SPP’s defined contribution with guarantee plans are individualised occupational pensions plans with guaranteed benefits and profit sharing. Companies buy these products as pension plans for their employees. The primary difference between SPP’s defined benefit plans and defined contribution plans is that the latter have no group elements or profit sharing at a group level. The plans are individual.

SPP P&F is active in all segments of the Swedish life insurance market, including the tick-the-box occupational pensions market, the conventional occupational pensions market, and the private life insurance market. SPP P&F’s key products are unit-linked pensions, defined contribution pensions, defined benefits pensions, occupational health insurance products (disability insurance), pension advisory services and administrative services. SPP P&F aspires to be the simple, safe and assured customer choice in Sweden and, with the wide range of products and services it has on offer, it has the ability to provide a “one stop shop” for all the pension needs of its customers, providing it with a competitive advantage. SPP P&F’s extensive experience and customer base across a wide range of sectors is also expected to provide scope for increasing its market share. Sales are mainly made through SPP P&F’s internal sales team, insurance broker agents and direct marketing.

SPP P&F focuses on unit linked pensions and has a leading position in the “non-unionised pensions” market segment with a 15.1 per cent. market share in Sweden (based on twelve month rolling values of premium income as at 31 December 2020). The corresponding figures for the same period in 2018 and 2019 were 13.5 per cent. and 14.1 per cent. respectively, in all cases according to Insurance Sweden. In addition, SPP P&F has an 8.4 per cent. market share in the tick-the-box market in Sweden according to Insurance Sweden. Based on new sales of occupational pensions, unit-linked (with twelve month rolling values as at 31

December 2020), the SPP P&F business had a market share in the Swedish occupational pensions market of 20.3 per cent. according to Insurance Sweden.

SPP P&F's total premiums written increased from SEK 12.4 billion in 2019 to SEK 13.5 billion in 2020. The premiums for unit linked pensions increased from SEK 9.5 billion in 2019 to SEK 10.9 billion in 2020.

Product categories and service offerings in Sweden

SPP P&F's key products are unit-linked pensions, defined benefits pensions, defined contribution pensions, occupational health insurance products (disability insurance) and pension advisory services. SPP P&F also acts as an agent for direct savings in SPP Fonder AB.

Unit-linked

SPP P&F's unit-linked business consists of contribution-based, individualised occupational pensions. The premium payments are invested in underlying mutual funds and the customer receives the related return. The product has no guaranteed interest. Customers in the Swedish market are increasingly choosing products without interest rate guarantees. Thus, unit-linked pensions are an important product that has been generating new sales and the portfolio is anticipated to grow. SPP P&F enjoys a leading market position² in unit-linked products and 81 per cent. of its new sales are attributed to unit-linked products (based on total new sales in 2020). Unlike for products with interest guarantees, the financial market risk associated with the unit-linked pension product is limited. The risk management focuses on correct administration of the units, efficient operations and insurance risk. Customers with unit linked plans have rights to transfer their plans to a different provider.

Defined contribution plans: individualised occupational pensions with guarantees

SPP P&F's defined contribution plans are individualised occupational pension plans with guaranteed benefits and profit sharing. Companies buy these products as pension plans for their employees. The primary difference between SPP P&F's defined benefit plans and defined contribution plans is that the latter have no group elements or profit sharing at a group level. The plans are individual. Since 2016, approximately 95 per cent. of all premiums have an interest guarantee rate of 1.25 per cent. on 85 per cent. of the premium paid. These premiums have a guarantee fee of 0.2 per cent. For premiums paid before 2016, there is a profit-sharing model. If the total yield exceeds the interest guarantee rate, SPP P&F receives 10 per cent. of the yield and the customer 90 per cent. Customers with defined contribution plans have rights to transfer their plans to a different provider.

Traditional defined benefit plans: group occupational pensions with guarantees

Traditional defined benefit plans are products in which companies buy pension plans for their employees. The premiums paid provide for a guaranteed minimum pension at a given age. The product is subject to an indexation fee for SPP P&F if the consolidation ratio reaches certain levels.

SPP P&F has closed defined contribution pensions for new customers. However, new employees can be added to the existing defined contribution plans.

The portfolio is expected to continue to be of importance for years to come because of the long-term nature of these products.

Disability policies (pure risk coverage)

SPP P&F's disability insurance consists of long-term, individual coverage. The coverage is sold as an optional extra with occupational pensions plans, and is also offered as a stand-alone product. The coverage consists of compensation for loss of pay and a waiver of premium in the event of disability due to an accident and/or illness. The coverage expires upon reaching retirement age.

² Insurance Sweden. Non-unionised 'Other occ. pensions' (premiums, net transfers) Q3 2020.

Direct savings

SPP P&F acts as an agent for direct savings in SPP Fonder AB. SPP Fonder AB is the fifth largest fund management firm in Sweden and has approximately SEK 278 billion under management. SPP Fonder AB offers direct savings in interest funds, equity funds, and mixed funds in the market. Customers are private individuals, institutions, and corporations. SPP P&F also offers endowment insurance to its private customers.

RISK MANAGEMENT

The Storebrand Life Group's income and performance are dependent on external factors that result in uncertainty. The basis of an insurance company business model is to transfer risks from policyholders to the insurance company. Therefore, risk is an essential and inherent element of the Storebrand Life Group's business activities and operating environment. The purpose of the risk management system is to identify various risks affecting the business, and ensure that risks can be assessed, mitigated and controlled.

The key objectives of risk management are to ensure that various risk aspects are limited to a level accepted by the Issuer's Board. It follows that central risk management objectives are to ensure capital adequacy in relation to the risks inherent in business activities, to limit fluctuations in financial results, and to guarantee efficient and continued business processes under all circumstances.

The Issuer and the Storebrand Life Group follow the risk management principles defined by Storebrand ASA where the characteristics of the life insurance business have been incorporated.

Storebrand Life Group - Norway

The Storebrand Life Group's income and performance are dependent on external factors that may result in uncertainty. The most important external risk factors are the developments in the financial markets and changes in life expectancy in the Norwegian and Swedish populations. Certain internal operational factors can also result in losses, for example, errors linked to the management of the customers' assets or payment of pension. Continuous monitoring and active risk management are core areas of the Storebrand Life Group's activities and organisation. The basis for risk management is laid down in the Board of Directors of Storebrand ASA's ("**Storebrand ASA Board**") annual review of the strategy and planning process, which sets the appetite for risk, risk targets and overriding risk limits for the operations. Within the Storebrand ASA Group, responsibility for risk management and internal control is an integral part of management responsibility.

Organisation of risk management

The Storebrand Life Group's organisation of the responsibility for risk management follows a model based on three lines of defence. The objective of the model is to safeguard the responsibility for risk management at both Issuer and Storebrand Life Group level.

The Storebrand ASA Board and the boards of directors of its subsidiaries, including the Issuer, have overall responsibility for limiting and monitoring the risks associated with their activities. Each board sets annual limits and guidelines for risk-taking in its company, receives reports on the actual risk levels, and performs a forward-looking assessment of the risk situation. The Storebrand ASA Board has established a risk committee consisting of three to four members. The main task of the Risk Committee is to prepare matters to be considered by the Storebrand ASA Board in the area of risk, with a special focus on the Storebrand ASA Group's appetite for risk, risk strategy and investment strategy. The risk committee contributes forward-looking decision-making support related to the Storebrand ASA Board's discussion of risk taking, financial forecasts and the treatment of risk reporting. Managers at all levels in Storebrand ASA and its group companies, including the Issuer, are responsible for risk management within their own area of responsibility. Good risk management requires targeted work on objectives, strategies and action plans, identification and assessment of risks, documentation of processes and routines, prioritisation and implementation of improvement measures, and good communication, information and reporting.

Independent control functions

A number of independent control functions have been established within the Storebrand ASA Group, including for risk management for the business (the risk management function and the chief risk officer), for compliance with the regulations (the compliance function), for ensuring that insurance liabilities are calculated correctly (the actuary function), for data protection (the data protection officer) and for preventing money laundering (the anti-money laundering function). Relevant functions have also been established for the Issuer. The Issuer's independent control functions are organised directly under its managing directors and report to its board. These functions are affiliated with the Storebrand ASA Group chief risk officer (the "**Group CRO**"), who is responsible to the Storebrand ASA Group chief executive officer and reports to the Storebrand ASA Board. The Group CRO ensures that all significant risks are identified, measured and appropriately reported. The Group CRO is actively involved in the development of the Storebrand ASA Group's risk strategy and maintains a holistic view of its risk exposure. This includes responsibility for ensuring compliance with the relevant regulations for risk management and the Storebrand ASA Group's operations. The internal audit function is organised directly under the Storebrand ASA Board and provide the boards of the relevant consolidated companies, including the Issuer, with confirmation concerning the appropriateness and effectiveness of their risk management, including how well the various lines of defense are working.

SPP P&F - Sweden

In SPP P&F, the portfolios are divided into defined benefit pensions, defined contribution pensions and unit-linked contracts, and both defined benefit pensions and defined contribution pensions have associated guaranteed returns. In portfolios with a guaranteed return, the differences between the investments' and the insurance liabilities' interest rate sensitivity is minimised and the short-term interest risk is therefore substantially reduced. However, financial risks are assumed in order to achieve returns in excess of the guarantee, primarily by way of equities, corporate bonds and alternative investments. The proportion of equities in the portfolios is dynamically adjusted based on their risk-bearing capacity, in order to mitigate the effect of falls and at the same time participate in rises. Due to the more complex financial risk picture in SPP P&F than in the Norwegian life insurance business, the risk to equity represented by the customer portfolio is also managed through derivative transactions in SPP P&F's company portfolio.

The investment strategy and risk management in SPP P&F comprises four main pillars:

- the assets' interest rate sensitivity is continuously adjusted to the insurance liabilities;
- asset allocation that results in a good return over time;
- the continuous implementation of risk management measures in the customer portfolios through dynamic risk management; and
- adjusted hedging in the SPP P&F portfolio of parts of the financial risk that the customer portfolios are exposed towards the equity.

In traditional insurance with a guaranteed interest rate, SPP P&F bears the risk of achieving a return equal to the guaranteed interest rate on the policyholders' assets and to ensure that the level of the contracts' assets is greater than the present value of the insurance liabilities. Profit sharing becomes relevant in SPP P&F if the total return exceeds the guaranteed yield. In the case of some products, a certain degree of consolidation, i.e. ensuring that the assets are greater than the present value of the liabilities by a certain percentage, is required in order for the owner to have earnings. If the assets in an insurance contract in SPP P&F are smaller than the market value of the liability, an equity contribution is allocated that reflects this shortfall. This is termed a deferred capital contribution, and changes in its size are recognised in the profit and loss account as they occur. The contracts' buffer capital must be intact in order for profit sharing to represent a net income for SPP P&F. Assets in excess of present value of the contracts' liabilities become customer buffer capital (called conditional bonus). Changes in this customer buffer are not, however, recognised in the profit and loss account. It is the policyholder who bears the financial risk in unit-linked insurance contracts.

SPP P&F also manages its insurance risk through a variety of reinsurance programmes. Specific cover is bought for some classes of business on a per risk and per event basis, and facultative reinsurance on life

policies covers death and disability risk that exceeds the agreed maximum risk amount for own account. On top of the specific reinsurances, SPP P&F has bought catastrophe excess of loss reinsurance for event losses where more than two death or disability cases are involved.

Liquidity risk management

The Issuer has established good liquidity buffers in its investment portfolios, including significant holdings in liquid money market portfolios, and continuously monitors liquidity reserves against internal requirements.

Operational risk management

Operational risk is the risk of loss due to inadequate or failing internal processes or systems, human error or external events. This includes compliance risk, which is the risk of loss or public sanctions as a result of non-compliance with external or internal rules. Operational risk management seeks to ensure that the operational risk level at any time is compatible with the appetite for risk and within internal and regulatory frameworks. The Storebrand ASA Group seeks to reduce operational risk through an effective system for internal control. Risks are monitored through management risk reviews, with documentation of risks, measures and the follow-up of incidents. In addition, the internal audit function carries out independent checks through audit projects adopted by the Storebrand ASA Board. Contingency plans have been prepared to deal with serious incidents in business-critical processes and recovery plans.

The Storebrand ASA Group's IT systems are vital for operations and reliable financial reporting. Errors and disruptions may have consequences for commercial operations and can have an impact on the trust the Storebrand ASA Group has from both customers and shareholders. In the worst case, abnormal situations can result in penalties from the supervisory authorities. Storebrand ASA Group's IT platform is characterised by complexity and integration between different specialist systems and joint systems. The operation of the IT systems has largely been outsourced to different service providers. A management model has been established with close monitoring of providers and internal control activities in order to reduce the risk associated with the development, administration and operation of the IT systems, as well as information security. The insurance platform is based on purchased standard systems that are operated and monitored through outsourcing agreements. There is a greater degree of own development for the life insurance activities, although parts of the operation of this have also been outsourced. The unit administration linked to the savings part of the Storebrand ASA Group's defined-contribution-based occupational pension and unit linked products is managed in a purchased system solution.

LITIGATION AND TAX DISPUTES

The companies in the Storebrand Life Group are involved in various judicial and extra-judicial proceedings in Norway and abroad as plaintiff or petitioners or as defendants or respondents. The outcome of these proceedings cannot be ascertained at the date of this Prospectus and could expose the Issuer to unexpected costs and losses, reputational and other non-financial consequences.

In recent years, changes have been made to Norwegian tax legislation which have affected the insurance industry. The Issuer and the Norwegian Tax Administration have interpreted some of the changes and associated transitional rules differently. Consequently, the Issuer has three significant uncertain tax positions in relation to recognised tax expenses, as described in more detail in note 26 ("**Note 26**") of the Storebrand Life Group's audited financial statements for the financial year ended 31 December 2020 (which are incorporated by reference in this Prospectus).

Should the Issuer's interpretation be accepted in all three cases, an estimated positive tax result of up to NOK 2.8 billion may be recognised. Should none of the Issuer's interpretations be accepted in all three cases, a tax expense of NOK 1.8 billion could be recognised. On 19 March 2021, consistent with a draft decision received by the Issuer from the Norwegian Tax Administration in May 2019, the Norwegian Tax Administration notified the Issuer of its decision (in relation to the first of the cases described in Note 26) to change retroactively the Issuer's tax bill for 2015. The Issuer will challenge this decision. Decisions on the other two cases described in Note 26 remain pending. However, the timeline for settling the process

with the Norwegian Tax Administration might take several years and is highly uncertain. If necessary, the Issuer may seek clarification from the courts on these matters.

CAPITAL

Introduction

The Storebrand ASA Group is an insurance-dominated, cross-sectoral financial group with capital requirements in accordance with Solvency II. The Issuer is an insurance company regulated according to Solvency II. There is no requirement to report a solvency margin for the Storebrand Life Group. Storebrand ASA reports the solvency margin for the Storebrand ASA Group. Consolidation is carried out in accordance with Section 18-2 of the Financial Undertaking Act.

The solvency capital requirement (“**SCR**”) and the minimum capital requirement (“**MCR**”) for the Storebrand ASA Group are calculated in accordance with Sections 46 (1)-(3) of the Norwegian Solvency II Regulation using the standard method.

The SCR and the MCR of the Issuer are calculated in accordance with Sections 46 (1)-(3) of the Norwegian Solvency II Regulation using the standard method and the development of the transitional arrangement for shares in accordance with Section 58 of the Norwegian Solvency II Regulation.

Both the Storebrand ASA Group and the Issuer use transitional rules for calculating technical provisions in accordance with Section 56 of the Norwegian Solvency II Regulation (and is expected do so until 31 December 2031). The transitional rules permit applying a deduction to technical provisions corresponding to a portion (linearly decreased) of the difference between the valuation of technical provisions calculated pursuant to Solvency II provisions (as transposed into the Norwegian Financial Undertaking Act Section 14-8 with appurtenant regulations) and the corresponding provisions under Solvency I (as transposed into the Norwegian Insurance Act with appurtenant regulations) for the portfolios that are covered by the transitional rules. This applies to all Norwegian products with guarantees. The floor for the valuation limits the effect of the transitional rules to the portion (linearly decreased) of difference between the total technical provisions under Solvency II and the total provisions under Solvency I (as transposed into the Norwegian Insurance Act with appurtenant regulations).

Storebrand Group

Capital Management

Storebrand ASA places particular emphasis on continually and systematically adapting the levels of equity in the Storebrand ASA Group. The level is adapted to the financial risk and capital requirements in the business, where growth and the composition of segments can affect the need for capital. The purpose of capital management is to ensure an efficient capital structure and provide for an appropriate balance between internal goals and regulatory and rating company requirements. If there is a need for new capital, this is raised by the holding company Storebrand ASA, which is listed on the Oslo Stock Exchange and is the ultimate parent company of the Storebrand ASA Group.

The Storebrand ASA Group companies are subject to various capital requirements depending on the type of business they conduct. In addition to the capital requirements for the Storebrand ASA Group and the insurance companies, the banking and asset management businesses within the Storebrand ASA Group have capital requirements in accordance with Sections 14-1 to 14-6 of the Financial Undertaking Act. They are also subject to administrative regulations which transpose into Norwegian law EU Directive 2013/36/EU of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms as well as Regulation (EU) No 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms (together referred to as “**CRD IV**”). The companies in the Storebrand ASA Group governed by CRD IV are included in the Storebrand ASA Group's solvency capital and solvency capital requirements with their respective primary capital and capital requirements.

Storebrand ASA aims to pay a dividend of more than 50 per cent. of the Storebrand ASA Group profit after tax. The Storebrand ASA Board aims for the ordinary dividends per share being, at a minimum, at the same nominal level as the dividends in the previous year. The normal dividend is paid when there is a sustainable

solvency margin of more than 150 per cent. If there is a solvency margin of more than 180 per cent., it is the intention of the Storebrand ASA Board to propose extraordinary dividends or share buy-backs.

The Solvency margin with transitional rules for the Storebrand ASA Group increased to 178 per cent. as at 31 December 2020, corresponding to an increase of 2 percentage points from 31 December 2019. The increase in the Solvency II margin is due to model improvements and assumption changes (+8 per cent.), result generation net of dividend (+9 per cent.) and transitional capital (+10 per cent.). Interest rates and asset returns (-15 per cent.), as well as regulatory updated volatility adjustments, ultimate forward rate and symmetric equity stress (-10 per cent.), contributed negatively to the Solvency margin development in the period.

Eligible own funds under Solvency II

	31 December 2020					31 December 2019
	Total	Group 1 unlimited	Group 1 limited	Group 2	Group 3	Total
NOK millions						
Share capital	2,339.1	2,339.1				2,339.1
Share premium	2,339.1	2,339.1				10,521.2
Reconciliation reserve	31,851.5	31,851.5				27,168.7
<i>Including the effect of the transitional arrangement</i>	4,815.3	4,815.3				
Subordinated loans	8,733.6		1,131.5	7,602.1		7,650.7
Deferred tax assets	246.7				246.7	268.4
Risk equalisation reserve	438.3			438.3		465.8
Minority interests	0.0					57.3
Unavailable minority interests	0.0					-40.8
Deductions for CRD IV subsidiaries	-3,006.4	-3,006.4				-2,969.7
Expected dividend 2020	-1,519.0	-1,519.0				-1,517.3
Total basic solvency capital	49,604.8	40,186.3	1,131.5	8,040.4	246.7	43,943.4
Subordinated capital for subsidiaries regulated in accordance with CRD IV	3,006.4					2,969.7
Total solvency capital	52,611.2					46,913.0
Total solvency capital available to cover the minimum capital requirement	43,532.5	40,186.3	1,131.5	2,214.7		38,614.1

Solvency Margin, SCR and MCR

	31 December 2020	31 December 2019
NOK millions		
Market risk	25,674.6	22,039.6
Counterparty risk	950.6	778.8
Life insurance risk	10,859.1	10,702.3
Health insurance risk	935.2	761.5
Property and casualty insurance risk	523.4	306.7
Operational risk	1,578.5	1,493.4
Diversification	-7,948.3	-7,206.6
Loss-absorbing ability deferred tax	-5,533.2	-4,847.4
Total solvency capital requirement - insurance company	27,039.9	24,028.3
Capital requirements for subsidiaries regulated in accordance with CRD IV	2,565.2	2,682.8

Total solvency capital requirement	29,605.1	26,711.1
Solvency margin	178%	176%
Minimum capital requirement	11,073.6	9,788.2
Minimum margin	393%	394%

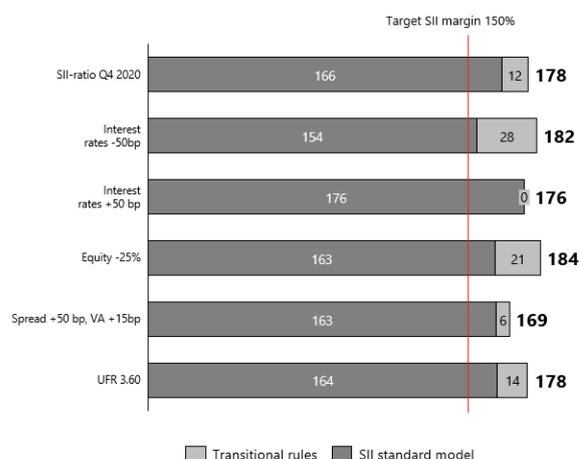
The Storebrand ASA Group is also required to report capital adequacy as a multi-sectoral financial group in accordance with Norwegian rules transposing Directive 2002/87/EC (as amended) (the “**Conglomerate Directive**”). The solvency margin calculation in accordance with the Norwegian Solvency II Regulation and capital adequacy calculation in accordance with the Conglomerate Directive give the same primary capital and substantially the same capital requirements.

Capital and capital requirements in accordance with the Conglomerate Directive

NOK millions	31 December 2020	31 December 2019
Capital requirements for CRD IV companies	2,738.6	2,937.4
Solvency capital requirements for insurance	27,039.9	24,028.3
Total capital requirements	29,778.5	26,965.7
Net primary capital for companies included in the CRD IV report	3,006.4	2,969.7
Net primary capital for insurance	49,604.8	43,943.4
Total net primary capital	52,611.2	46,913.0
Overfulfilment	22,832.6	19,947.4

Solvency Sensitivities

The sensitivity analysis below shows the change in Solvency II position for the Storebrand ASA Group as at 31 December 2020 as a result of immediate changes in value related to key financial market risk factors. The calculation is model-based, and the result is dependent on several assumptions.



The Issuer

Eligible own funds under Solvency II

NOK millions	31 December 2020					31 December 2019
	Total	Group 1 unlimited	Group 1 limited	Group 2	Group 3	Total

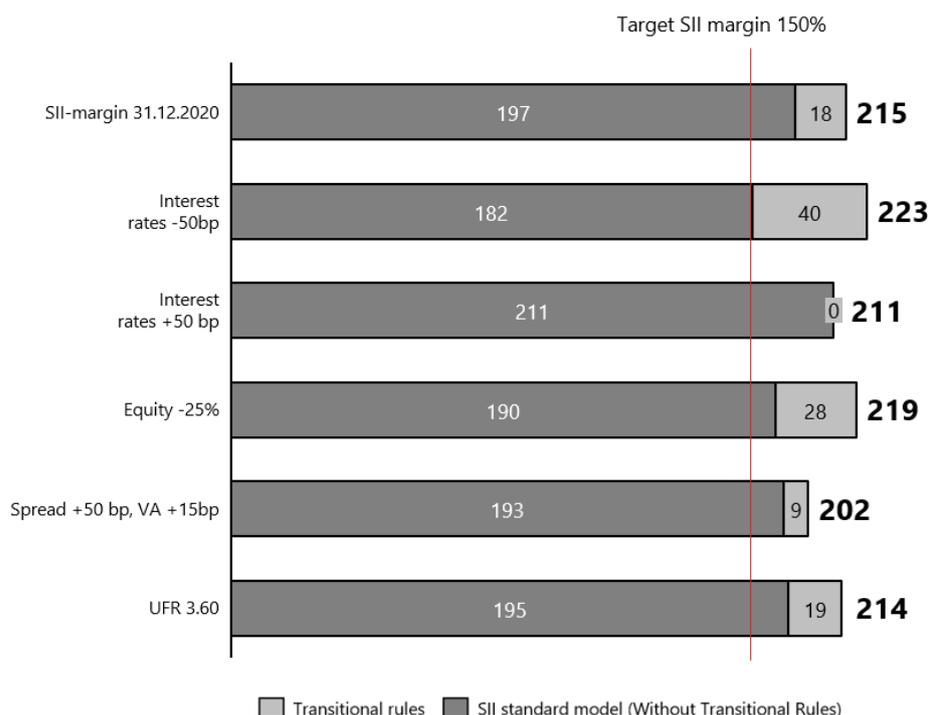
Share capital	3,540.4	3,540.4			3,540.4
Share premium	9,710.6	9,710.6			9,710.6
Reconciliation reserve	23,392.7	23,392.7			21,146.0
Including the effect of the transitional arrangement	4,815.3	4,815.3			
Subordinated loans	8,733.6		1,131.5	7,602.1	7,650.7
Deferred tax asset				438.3	465.8
Risk equalisation reserve	438.3				
Expected dividend/group distributions	-1,708.7	-1,708.7			
Total solvency capital	44,106.9	34,935.0	1,131.5	8,040.4	40,823.2
Total solvency capital available to cover the minimum capital requirement	37,527.7	34,935.0	1,131.5	1,461.2	35,123.7

Solvency Margin, SCR and MCR

Solvency capital requirement and -margin		
NOK millions	31 December 2020	31 December 2019
Market	21,634.9	18,583.1
Counterparty	818.5	702.4
Life	7,043.7	7,055.5
Health	644.3	563.6
Property and casualty		
Operational	1,061.6	1,035.7
Diversification	-5,317.9	-5,043.5
Loss-absorbing tax effect	-5,366.9	-4,740.2
Total solvency requirement	20,518.1	18,156.5
Solvency margin	215%	225%
Minimum capital requirement	7,305.9	6,512.3
Minimum margin	514 %	539 %

Solvency Sensitivities

The sensitivity shows the change in Solvency II position for the Issuer as at 31 December 2020 as a result of immediate changes in value related to certain key financial market risk factors. The calculation is model-based, and the result is dependent on several assumptions.



LEGAL INFORMATION, ORGANISATION AND MANAGEMENT

Corporate details

The Issuer is a private limited liability company incorporated in Norway on 30 October 1990 under the laws of the Kingdom of Norway, and is in particular subject to the Norwegian Private Limited Liability Companies Act of 13 June 1997 no. 44 and the Financial Undertaking Act (as defined below). The Issuer is registered in the Norwegian Register for Business Enterprises, company registration number 958995369. The Issuer's registered address is Storebrand Livsforsikring AS, Professor Kohts vei 9, N-1366 Lysaker, Norway and its telephone number is +47 22 31 50 50.

Organisational structure

The Issuer's organisational and corporate governance structure is summarised below.

Storebrand ASA's executive management and the Storebrand ASA Board review Storebrand ASA's corporate governance policies annually. Storebrand ASA established principles for corporate governance in 1998. Storebrand ASA reports on the policies and practice for corporate governance in accordance with Section 3-3b of the Norwegian Accounting Act and the Norwegian Code of Practice for Corporate Governance of 17 October 2018.

Storebrand Life Group publishes four interim financial statements, in addition to ordinary annual financial statements. These financial statements must satisfy legal and regulatory requirements and are prepared by the Group Accounts department which is under the Storebrand ASA Group's chief financial officer. Key managers in Group Accounts have a fixed annual remuneration that is not affected by the Storebrand ASA Group's financial results. A series of risk assessment and control measures have been established in connection with the preparation of the financial statements. Internal meetings are held, as well as meetings in which external auditors participate, to identify risk conditions and measures in connection with significant accounting items or other circumstances. Corresponding quarterly meetings are also held with various professional centres in the Storebrand ASA Group that are key to the assessment and valuation of financial instruments, real estate, determination of insurance liabilities as well as other items for assessment. These meetings have a particular focus on any market changes, specific conditions relating to default trends,

specific conditions related to the insurance business and operational conditions. Assessments relating to significant accounting items and any changes in principles are described in a separate document. The external auditor participates in board meetings that deal with the quarterly accounts and annual accounts, as well as meetings of the audit committee of Storebrand ASA. Monthly and quarterly operating reports are prepared in which the results per business area and product area are analysed and assessed against set budgets. The operating reports are reconciled against other financial reporting. In addition, continuous reconciliation of specialist systems takes place against the accounting system.

The work of the Storebrand ASA Board is regulated by special rules of procedure. The Storebrand ASA Board has also compiled a management document and specific instructions for the boards in subsidiaries, including the Issuer. The Storebrand ASA Board has established four advisory committees: The strategy committee, the audit committee, the risk committee and the compensation committee. The Issuer's articles of association stipulate that it shall have the same nomination committee as Storebrand ASA, and it is therefore part of Storebrand ASA Group's process for appointing and replacing Storebrand ASA Board members.

Sustainability in the Storebrand ASA Group

Focus on sustainability

In 1995, the Storebrand ASA Group became the first Norwegian company to establish a sustainable investment department. The Storebrand ASA Group believes that the financial sector has a key role to play in achieving the UN Sustainable Development Goals ("SDGs") and, as a significant asset owner, insurer, and asset manager, the Storebrand ASA Group also sees opportunities in the alignment of investment portfolios to a sustainable agenda.

The Storebrand ASA Group has received widespread industry recognition for its work in sustainability in past years. In 2020, the acknowledgements received included: (i) inclusion in the Dow Jones Sustainability World Index and (ii) number 1 ranking within insurance in Corporate Knights Global 100 ranking, presented during the World Economic Forum in Davos. In the same year, the Storebrand ASA Group came second in the Ethical Bank Guide's ranking of Norwegian financial institutions work on sustainability and were ranked first in sustainable investments in Norway and Sweden by Kantar SIFI.

Climate strategy

The Storebrand ASA Group aims for climate neutrality throughout the entire value chain as part of its climate strategy. The Storebrand ASA Group has set concrete goals on climate neutrality and reduction of emissions for its own operations, procurement and investments. The Storebrand ASA Group achieved climate neutrality for its own operations in 2008 by compensation for emissions and was the first finance group in Norway to do so. The Storebrand ASA Group has set an annual emissions reduction target of 7.6 per cent. for its own operations. For procurement, the Storebrand ASA Group's goal is that its suppliers with more than NOK 1 million in revenue will be climate neutral by 2025 and that its supply chain will be climate neutral by 2030. As one of the founding members of the UN convened Net Zero Asset Owner Alliance in 2019, the Storebrand ASA Group is fully committed to transitioning investment portfolios to net-zero GHG emissions by 2050, consistent with a maximum temperature rise of 1.5°C.

To achieve net-zero emissions by 2050, the Storebrand ASA Group has defined intermediate targets towards 2025. In terms of asset classes, the Storebrand ASA Group's target is for a 32 per cent. reduction in scope 1-2 greenhouse gas emissions of its total equity, corporate bond and real estate investments by 2025, compared to 2018. In terms of solutions, the Storebrand ASA Group's target is for 15 per cent. of its total investments to be invested in solutions (which include equity investments in solution companies, green bonds, certified green real estate and investments in green infrastructure) by 2025. As regards active ownership, the Storebrand ASA Group's target is to put special emphasis, either through direct dialogue or collaboration with others, on the twenty largest emitters (in terms of share of the company owned by the Storebrand ASA Group's subsidiary SAM, multiplied by scope 1-2 greenhouse gas emissions). The Storebrand ASA Group also targets customer engagement and aims to make it easy for clients to understand and contribute to a low carbon future.

The Storebrand ASA Group is aware of its role as a pioneer within the sustainability field and aims to inspire others to follow. The Storebrand ASA Group therefore shares its strategies and work in collaborations on both a national and international level, and on both concerns and investment strategies. In the interest of transparency, the Storebrand ASA Group also publishes relevant reports, policies and guidelines and key performance indicators are published in the sustainability library on its website and they also form an integral part of its annual reports.

Sustainable investments

Storebrand Asset Management (“**SAM**”) works on sustainable investments on behalf of companies in Storebrand ASA Group. Its work consists of three main pillars: (i) active ownership where it uses its influence to challenge investees to be more proactive about their sustainability practices and development; (ii) excluding investments in companies (where SAM uses its in-house “Storebrand Standard” to screen companies for investment); and (iii) solutions and “Storebrand’s Sustainability score” which rates over 4,500 companies on a 0-100 scale based on their ESG risks and SDG opportunities.

Members of administrative, management and supervisory bodies

The Issuer’s Board of Directors

The Issuer’s board of directors (the “**Issuer’s Board**”) is responsible for the administration of the Issuer on behalf of its shareholder. The Issuer’s Board must also ensure that the Issuer is organised and operates in a satisfactory manner and in compliance with all applicable laws, regulations and mandates. Two members of the Issuer’s Board must be elected by and from the Issuer’s employees. The remaining members of the Issuer’s Board are elected by the nomination committee of Storebrand ASA.

The Issuer’s Board currently has the following members:

<u>Name</u>	<u>Function</u>	<u>Significant outside activities</u>
Odd Arild Grefstad	Chairman	CEO, Storebrand ASA
Vibeke Hammer Madsen	Member	Various Board positions
Martin Skancke	Member	Board Member Norfund
Hans Henrik Klouman	Member	Sr. Advisor at Equinor
Jan Otto Risebrobakken	Member	Director of Public Affair
Jørn Gunnar Hilstad	Member (employee elected)	Employee of the Issuer
Hanne Seim Grave	Member (employee elected)	Employee of the Issuer

There are no potential conflicts of interest between the members of the Issuer Board’s duties to the Issuer and their private interests and/or other duties.

The business address of each member of the Issuer’s Board is The Board of Directors of Storebrand Livsforsikring AS, Attn.: Chairman, Odd Arild Grefstad, P.O. Box 500, N-1327 Lysaker Norway.

REGULATION

European Union and European Economic Area regulatory framework

In the European Union (“EU”) and the European Economic Area (“EEA”), legislation has been adopted to harmonise the regulation of the insurance industry in all member states, thereby creating a single market for insurance companies. The prevailing legislative framework is directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance, as amended, (“**Solvency II Directive**”) as well as various commission delegated regulations and other rules supplementing Solvency II, including Commission Delegated Regulation 2015/35 of 10 October 2014 supplementing Directive 2009/138/EC of the European Parliament and of the Council on the taking-up and pursuit of the business of Insurance and Reinsurance (the “**Solvency II Regulation**”) together referred to as “**Solvency II**”.

Solvency II has been transposed into Norwegian law primarily in the Financial Undertaking Act, the NAFU Regulations and the Norwegian Solvency II Regulation (each as defined below).

The aim of Solvency II is to create a harmonised and consistent regulatory regime across the EU and the EEA, protect policyholders and beneficiaries as well as ensure the financial stability of the insurance industry. Solvency II is built on a three-pillar structure: quantitative requirements (Pillar 1); qualitative requirements in the form of governance of the undertaking and supervisory activity (Pillar 2); and supervisory reporting and public disclosure requirements (Pillar 3). With Solvency II, a risk-based solvency requirement has been introduced where insurers' material risks and their interactions are considered.

Under Pillar 1 of Solvency II, insurers are required to hold own funds equal to or in excess of a SCR and a MCR. The MCR is a minimum capital requirement with an absolute floor. The SCR is a risk-based capital requirement which will be determined using either the standard formula, or, where approved by the relevant supervisory authority, a full or partial internal model. The Storebrand ASA Group and the Issuer calculate their SCR and MCR in accordance with the standard formula. Solvency II rules categorise own funds into three tiers with differing qualifications as eligible available regulatory capital. Basic own funds consist of the excess of assets over liabilities (valued in accordance with Solvency II). In addition, qualifying subordinated liabilities are also included in basic own funds. A basic principle of Solvency II is that assets and liabilities are valued on the basis of their economic value, that is amount for which they could be exchanged, transferred or settled between knowledgeable willing parties in an arm's length transaction.

Pillar 2 of Solvency II includes requirements for insurance companies to:

- conduct an own risk and solvency assessment (“**ORSA**”) on a regular basis;
- have effective governance systems in place, proportionate to their business;
- meet specific requirements regarding risk management functions, internal controls, internal audit functions, actuarial functions, compliance functions and control over outsourcing arrangements;
- ensure that the directors and officers of insurance companies have the required professional qualifications and expertise;
- integrate effective risk management systems, including strategies, processes and reporting procedures, in order to monitor, manage and report risk exposures; and
- be subject to the supervisory review process.

Pillar 3 of Solvency II includes extensive and frequent reporting as well as public disclosure.

Norway

Set out below are current and future regulations applicable to insurance activities of the Issuer.

General

The Issuer is authorised as a life insurance company pursuant to the Norwegian Act of 10 April 2015 no. 17 on Financial Undertakings and Financial Groups (*Norwegian Finansforetaksloven*, hereinafter the “**Financial Undertaking Act**”), cf. Sections 3-2 and 2-13, and is subject to the supervision of the Financial Supervisory Authority of Norway (“**NFSA**”).

The most relevant Norwegian regulatory legislation applicable to Norwegian insurance companies are:

- the Financial Undertaking Act and the associated Regulations on Financial Undertakings and Financial Groups of 9 December 2016 no. 1502 (the “**NAFU Regulations**”) which regulate, *inter alia*, the authorisation of insurance companies, prudential and organisational requirements, insurance activities, outsourcing, winding up of insurance companies as well as other matters;
- the Regulation on the transposition of the Solvency II Directive of 25 August 2015 (the “**Norwegian Solvency II Regulation**”) which transposes the Solvency II Directive into Norwegian law and incorporates the Solvency II Regulation into Norwegian law by reference;
- the Act of 10 June 2005 no. 44 on Insurance Activities (*Norwegian forsikringsvirksomhetsloven*) (the “**Insurance Act**”) regulating, *inter alia*, certain conduct of business rules, price tariffs, calculation of premiums, premium reserves, allocation of returns and assignment of surplus, policyholders' right of transfer as well as certain other matters;
- the Act of 16 June 1989 on Insurance Contracts (*Norwegian forsikringsavtaleloven*) (the “**Insurance Contracts Act**”) regulating the relationship between the insurance company, the policyholder and the insured;
- the Act of 1 June 2018 no. 23 on Anti-money Laundering and counter terrorist financing (*Norwegian Hvitvaskingsloven*) (the “**AML Act**”); and
- the Act of 7 December 1956 no. 1 on Financial Supervision (*Norwegian Finanstilsynsloven*) (the “**Financial Supervision Act**”) regulating the supervision of, *inter alia*, insurance companies authorised by the NFSA.

Detailed secondary regulations have also been enacted by the Ministry of Finance and the NFSA pursuant to each of the above Acts.

The Financial Undertaking Act and the Insurance Act distinguishes between life insurance and non-life insurance. The Financial Undertaking Act requires that life insurance must be carried out by a life insurance company, and that non-life insurance must be performed by a non-life insurance company. Hence, life and non-life insurance activity may not be carried out by the same entity. The NFSA may however, authorise non-life insurance companies to write certain limited forms of life insurance contracts (pure risk insurance contracts of a maximum of one year's duration and confers the right to disbursement of compensation as a lump sum, or which meets other product requirements), and may further authorise life insurance companies to write certain limited forms of non-life insurance contracts (non-life class 1 (accident) and class 2 (sickness)).

According to Sections 13-1 and 13-2 of the Financial Undertaking Act an insurance company may only carry out the activities set out in its authorisation as well as activities that are naturally associated with the activities covered by its authorisation. Previously, insurance companies were subject to an additional requirement that an insurance company may not have an ownership interest exceeding 15 per cent. of the shares or interests in a company carrying on activities which pursuant to Sections 13-1 may not be carried on by insurance companies (the “**15 per cent. limit**”). The 15 per cent. limit was repealed with effect from 1 January 2019. Insurance companies are still subject to the general restrictions in Sections 13-1 and 13-2, which entails that it is necessary to assess qualitatively whether an insurance company is engaged in business activities it is prohibited from pursuant to Sections 13-1 and 13-2.

Authorisations and approvals

Authorisation to conduct insurance activity is granted by the Ministry of Finance or by the NFSA on the basis of delegated authority. Such authorisation will include a licence to perform insurance activity in one or more insurance classes, or part of a class, and may be subject to conditions.

Pursuant to Section 6-1 of the Financial Undertaking Act, the acquisition of qualifying holdings in a financial institution (including insurance companies) is subject to prior approval by the Ministry of Finance or the NFSA. A qualifying holding is a holding that represents 10 per cent. or more of the capital or voting rights in a financial institution or allows for the exercise of significant influence on the management of the institution and its business. Furthermore, new approvals are required for holdings that reach or exceed certain thresholds (20 per cent., 30 per cent. and 50 per cent.). Approval may only be granted if the acquirer is considered suitable according to the Financial Undertaking Act (the so-called “fit and proper” assessment).

Moreover, pursuant to the Financial Undertaking Act formation of a financial group (a group in which at least one entity that is not the parent company is a financial institution), establishment of a holding company in a financial group and any amendments to the structure of such financial group are subject to approval from the NFSA. This requirement is in addition to the authorisation requirement related to the activity of the individual entities in the group.

Further, Section 13-16 of the Financial Undertaking Act sets out that “Insurance undertakings and pension undertakings may only raise loans for the purpose of protecting the undertaking's liquidity and loans secured on real property that is used by the undertaking in its business activity. The NFSA may consent to the undertaking incurring subordinated debt and may in special cases also consent to the undertaking raising other loans”. This prohibition implies, *inter alia*, that it is necessary to obtain approval from the NFSA prior to issuing the Notes.

Rules applicable to the insurance activity

In order to protect policyholders and beneficiaries, insurance companies are subject to various regulations in Norway, including the Financial Undertaking Act, NAFU Regulations, the Norwegian Solvency II Regulation and the Insurance Activity Act (which, *inter alia*, serves to transpose Solvency II into Norwegian law). In addition to the description of the rules flowing from Pillars 1, 2 and 3 in Solvency II described above, the following are relevant rules to take into account:

- regulations on how the company shall estimate and collect its insurance premiums;
- regulations on how the insurance company shall assess its liabilities towards the policyholders and the insured and ensure coverage of those liabilities;
- regulations on how the insurance company shall manage its capital (capital management);
- regulations that require the insurance company to have a certain amount and type of capital in place (capital adequacy requirements and solvency margin capital);
- regulations regarding supervisory follow up, rectification and orders;
- customer-oriented rules regarding marketing, disclosure requirements and contractual requirements;
- detailed rules on price tariffs, including that price tariffs shall be in reasonable proportion to the risk assumed and services provided. Price tariffs are not subject to prior approval from authorities, but shall be notified to the NFSA which may prohibit price tariffs deemed inadequate or unreasonable;
- rules requiring insurance companies to make insurance allocations to cover liabilities derived from the company's insurance activity. Further, there are requirements regarding prudent asset management; and

- the AML Act contains rules regarding, inter alia, risk assessments, applying customer due diligence measures when entering into insurance contracts, i.e. to identify and verify the identity of clients (including the identity of beneficiaries before payment of compensation and of beneficial owners of legal entity customers), monitoring transactions and reporting suspicious transactions. Breaches of the provisions in the AML Act may result in administrative sanctions.

Capital requirements

Insurance companies within the EU and EEA (including Norway) are subject to solvency capital requirements according to national legislation implementing Solvency II, most importantly the MCR and SCR as described in the section titled “*Description of the Issuer, the Storebrand Life Group and Storebrand ASA Group – Capital*” above.

The SCR shall be calculated to ensure a 99.5 per cent. probability that overall losses, including insurance and financial losses, over a period of 12 months will not exceed the calculated capital requirement. The calculation shall take risk-mitigating measures and arrangements into account. The SCR may be calculated using a standardised approach or internal models. The MCR shall be calculated to ensure an 85 per cent. probability that overall losses over a period of 12 months will not exceed the calculated capital requirement. The MCR shall not be lower than 25 per cent or higher than 45 per cent. of the company's SCR including any capital requirement add-on determined pursuant to the Financial Undertaking Act and shall not be less than the start-up capital requirement also determined pursuant to the Financial Undertaking Act. There are detailed rules governing the SCR and MCR.

The capital requirements must be complied with at all times. Insurance companies are obliged to document their fulfilment of the requirements by frequent reporting to the NFSA as well as yearly public disclosure of a solvency and financial condition report.

Other requirements and regulations. Reduction of subordinated debt. Public administration.

Insurance companies are subject to strict rules regarding compliance with the MCR and SCR as well as winding up or dissolutions.

An insurance company that does not fulfil the SCR or the MCR or believes there to be a risk of under-fulfilment shall immediately inform the NFSA. The company shall put forward a plan to rectify the situation. The NFSA may issue an order to change, delimit or restrict the insurance company's business activity, reduce the company's risk profile or take the necessary steps, including setting limits to the company's disposal over its assets, and if necessary to revoke the company's authorisation.

The NFSA shall revoke an authorisation where the company fails to meet the MCR, and the NFSA considers that the plan devised to fulfil the requirement is not satisfactory or the undertaking fails to comply with the requirement within three months of its non-compliance with the requirement being brought to light.

Where an insurance company fails to comply with the requirement for assets to cover its technical provisions, the NFSA may issue the company with an order to rectify the matter and set limits to the company's disposal over its assets or its right to write new insurances.

Insurance companies are not subject to ordinary debt negotiation or bankruptcy rules. Instead, they are governed by the specific provisions in the Financial Undertaking Act, in particular chapters 14 and 21.

Payment and capital adequacy difficulties, powers of authorities, reduction of share capital and subordinated debt.

The board of directors and the CEO of an insurance company are each obliged to notify the NFSA if there is reason to fear that: (a) the insurance company may be unable to meet its commitments as they fall due, (b) the insurance company may be unable to meet the minimum requirements as to own funds or other capital adequacy and prudential requirements set out in law or regulations, (c) circumstances have arisen that may entail serious loss of confidence or losses that will substantially weaken or threaten the insurance company's financial position. Upon receipt of such notification, or if there is reason to believe that the

conditions for notification are present, the NFSA shall in consultation with the company clarify what measures are necessary. If measures are not taken by the company itself, NFSA may: (a) convene the general meeting at shorter notice than that stated in the articles of association, (b) order the composition of the governing bodies to be altered, (c) set such conditions or guidelines as are considered necessary to ensure that further activities will be carried on in a satisfactory manner financially and in other respects, (d) require preparation of an audited statement of financial position.

If an audited statement of financial position is prepared, there are detailed rules regarding preparation of the statement and a requirement to convene a general meeting in certain scenarios, including if the audited statement of financial position shows that more than 25 per cent. of the share capital has been lost. The general meeting shall decide whether the insurance company has sufficient capital for continued satisfactory operation and whether operation in that case shall continue. A resolution to continue operations shall be adopted by the same majority as that needed to amend the articles of association. Such a resolution is subject to approval by the NFSA. If no resolution is passed requiring the company to continue its activities, the general meeting may vote by simple majority to transfer the company's business in its entirety to other financial institutions. If no resolution is passed regarding transfer of the activities in their entirety, the insurance company shall be wound up. If a resolution to this effect is not passed at the general meeting, the NFSA shall appoint an administration board to undertake winding up at the company's expense. The same applies if a resolution to continue activities is not approved by the NFSA, or conditions for approval are not met in due time, or an adopted transfer is not implemented within a period stipulated by the NFSA.

If the audited statement of financial position shows that only 25 per cent. or less of the share capital is intact, the board shall present to the general meeting a description of the insurance company's financial position accompanied by a proposal to write down the share capital against losses shown in the audited statement of financial position. If the general meeting does not pass such a resolution within the period stipulated by the NFSA, the Ministry of Finance may decide that the share capital shall be written down by the amount of capital shown to have been lost by the audited statement of financial position. The Ministry of Finance also has additional powers.

If the audited statement of financial position shows that a substantial portion of the subordinated debt has been lost, the board shall present to the general meeting a description of the company's financial position accompanied by a proposal to write down the subordinated debt against losses shown in the audited statement of financial position. If the general meeting does not pass such a resolution within the period stipulated by the NFSA, the Ministry of Finance may decide that the subordinated debt shall be written down by the amount shown to have been lost by the audited statement of financial position. In case of subordinated debt raised after the entry into force of the Financial Undertaking Act and having a term of more than five years, subordinated debt may be written down pursuant to these rules even if the loan agreement does not contain rules in that respect, unless otherwise expressly provided in the approval of debt incurrence.

Public administration

Pursuant to the Financial Undertaking Act, the Ministry of Finance may decide that an insurance company shall be subject to public administration. If it has to be assumed that an institution cannot meet its liabilities as they fall due and that it cannot be assured a sufficient financial basis for continued satisfactory operation, the Ministry of Finance may order the institution to be placed under public administration. The same applies where an institution is unable to meet the own funds requirements, unless consent is given for the institution temporarily to have lower own funds than stipulated. Before an order is made, the board of directors of the institution shall if possible be invited to make a statement. If the Ministry of Finance makes an order to the effect that the parent company of a financial group shall be placed under public administration, other companies in the financial group may also be placed under public administration.

Once a public administration order has been made, the following effects come into play: (a) The company's former bodies become inoperative. The administration board assumes the authority vested in those bodies. The last serving board of directors shall nonetheless decide matters which cannot be deferred until the administration board has taken up its duties; (b) The members of the board and the auditor shall furnish the administration board with full information on the institution's position and activities; (c) The company may not incur new exposures or expand previous exposures without the NFSA's approval; (d) Payments to

creditors may not take place without the NFSA's approval; (e) The Norwegian Satisfaction of Claims Act of 8 June 1984 no. 49 (no. *dekningsloven*) and the Norwegian Financial Collateral Act of 26 March 2004 no. 17 (no. *lov om finansiell sikkerhetssillelse*) apply *mutatis mutandis*; and (f) Creditors with claims established prior to the public administration order may not distrain upon, or by other means secure payment by recourse to, assets belonging to the institution. After a public administration order has been made, the insurance undertaking may not write or renew insurances. Where an insurance undertaking is under public administration, any claim emanating from a direct insurance contract, including interest, shall be paid before other claims, except preferential claims.

An administration board and auditor will be appointed. The administration board shall attempt to have the entire insurance portfolio taken over by one or more life insurance undertakings. The administration board shall prepare a description of the offers that have been considered by the administration board. If transfer of the insurance portfolio is not achieved, the Ministry of Finance shall fix a final reduction of the amounts insured in accordance with the settlement effected, and call a general meeting of policyholders to found a mutual undertaking.

Future developments

Individual Pension Account

The new legislation introducing Individual pension accounts in the Norwegian defined contribution market entered into force on 1 January 2021. The reform applies to Defined Contribution pensions in the private sector. The aim is to give workers a better overview of their pension, and to facilitate more efficient administration and management of pensions. Pension capital certificates accumulated from previous employments are automatically transferred to the Individual Pension Account, which is established at the current employer's pension provider. Transfers are carried out unless the policyholder makes an active choice to opt-out ("negative acceptance") and stay with the providers from previous employments. At the same time, it opens the opportunity for policyholders to choose a provider of their own choice rather than staying with the employer's collective scheme. Workers wishing to opt-out can do so between 1 February and 30 April 2021, in a joint portal provided by Norsk Pensjon. It will also be possible to move to the provider of own choice from 1 February 2021. Transfers of pension capital certificates that have not opted-out shall be carried out in the period between 1 May and 30 December 2021. Policyholders who do not want to wait may request that pension capital certificates shall be moved to their Individual Pension Account at once.

A key aim of the reform is to reduce the costs associated with the administration of pension contributions from previous employers. Regulation stipulates that individuals shall pay the same fee for former earnings from pension capital certificates transferred to the Individual Pension Account as the employer pays for current earnings. This will lead to significantly lower income related to former earnings for the providers.. Employees can, from 1 February 2021, choose to transfer pension savings from the employer's collective scheme to a provider of own choice.

Guaranteed Pension

The Ministry of Finance has conducted a public consultation on proposals for changes in guaranteed pension regulations. The other proposals that the Ministry is now considering include:

- Opportunity for the company to build up additional provisions separately for individual contracts.
- Model for buffer funds. The NFSA has primarily proposed merging additional provisions and price adjustment funds in a new customer-distributed buffer that can also cover negative returns. Subsidisation of additional provisions and price adjustment funds has been proposed as a subsidy, but so that additional provisions can cover a negative return.
- Opportunity for the company to fulfill the annual interest rate guarantee with borrowed equity.
- Opportunity for customers to choose faster payments for small paid-up policies.

- Opportunity for the company to compensate customers who convert to paid-up policies with investment options.

The Issuer expects the bill to be presented in early 2021.

Solvency II review

The European Insurance and Occupational Pension Authority (“**EIOPA**”) presented a final proposal for changes in the Solvency II standard model to the Commission in December 2020. EIOPA has proposed changes in the interest rate risk module that could increase the solvency capital requirement for Norwegian and Swedish insurers. EIOPA was expected to present final proposals to the Commission in June, but the timetable has been revised due to the impact of the COVID-19 pandemic. The Issuer still expect final conclusions to be drawn by the Commission, the Parliament and the Council in 2022. This will be followed by work on delegated acts and guidelines. Changes are not expected to enter into force before 2026. The timing of the implementation is highly uncertain and outside the control of the Issuer.

Changes in IFRS

A new accounting standard for insurance contracts, IFRS 17, is expected to be implemented in 2023. The Issuer will also implement IFRS 9, Financial instruments, at the same time. The new standards will lead to changes in the valuation of the insurance contracts and how the profit is accounted. Estimated effects for the Issuer will be presented closer to the implementation date.

Sustainable finance

The EU’s Action Plan on Sustainable Finance aims to contribute to realising the Paris goals of reduced carbon emissions. This is followed by new regulation to increase investments in sustainable activities and increase the resilience of the financial system when it comes to climate risk. The NFSA has conducted a public consultation on legislation introducing the EU Taxonomy on classification of sustainable activities and regulation on climate-related disclosures in Norwegian law.

The NFSA has prepared a proposal for a new law on information on sustainability, which incorporates the publication ordinance and the classification ordinance (taxonomy) into Norwegian law. The proposal was submitted for consultation until 8 January 2021. In Sweden and other EU countries, the publication regulation enters into force on 10 March 2021. The taxonomy entered into force on 12 July 2020 in the EU, but the requirements will only apply from 2022 for the first two sustainability goals (limiting climate change and adapting to climate change), and from 2023 for the other four (sustainable use and protection of water and marine resources, transition to a circular economy, prevention and control of pollution, and protection and restoration of biodiversity and ecosystems) .

The new rules will establish standards for sustainable asset management and clarify reporting and customer information requirements. The Issuer views the regulations for sustainable finance positively. It will provide increased requirements and higher quality of financial and non-financial reporting, better information to key stakeholders, and make it possible to compare data across the financial sector.

Sweden

Overview of Relevant Legislation

The most relevant Swedish legislation applicable to insurance companies are:

- the Swedish Insurance Business Act (SFS 2010:2043) (Swedish *försäkringsrörelselagen*) (the “**Insurance Business Act**”) which regulates the conducting of an insurance business, including, *inter alia*, authorisation of insurance companies, organisational requirements, capital requirements and winding-up of insurance companies;
- the Act on Foreign Insurers' and Occupational Pension Providers' Operations in Sweden (SFS 1998:293) (Swedish

- agenomutländskaförsäkringsgivaresochpensionsinstitutetsverksamhet i Sverige*) which regulates the activities of foreign insurers' secondary establishments in Sweden; and
- the Swedish Insurance Contracts Act (SFS 2005:194) (Swedish *försäkringsavtalslagen*) regulating the relationship between the insurance company and the policyholder and the insured.

The legislation is supplemented by detailed regulations given by the Swedish Financial Supervisory Authority (Swedish *Finansinspektionen*) (the “**Swedish FSA**”).

As of 1 January 2016, Sweden adopted EU's Solvency II Directive, which was incorporated in the Insurance Business Act. Since 1 January 1996, the EU regulations for annual and consolidated accounts in insurance undertakings have been part of Swedish law. Similar to the Norwegian regulations, the Insurance Business Act distinguishes between life and non-life insurers. In general terms, a life insurer cannot carry on non-life business and vice versa. There are some exceptions, though: certain critical illness- and accident insurance policies (Swedish *sjuk- och olycksfallsförsäkring*) can be issued by both life- and non-life insurers.

With regards to corporate regulations and the general conduct of business, there are only minor differences between the two categories, although the regulations differ in the context of technical provisions.

As in Norway, insurance companies may only engage in other business that has a natural connection with insurance activities, such as accident prevention and third party claims handling. The borrowing of monies is, in general terms, prohibited but the Swedish FSA may under certain conditions grant exemptions.

The risk spreading regulations in Section 6 of the Insurance Business Act have been adapted to the Norwegian Solvency II Regulation and stipulates that the assets shall be invested prudently and only in financial instruments and other assets which risks can be identified, assessed, monitored and controlled, as stated in the insurance company's ORSA.

Authorisations and Approvals

In order to establish an insurance company or expand a company's product portfolio, an authorisation is required. Such authorisations are issued by the Swedish FSA. An application is granted if the insurance company is deemed to be able to satisfy the requirements for sound insurance operations. Authorisation is obtained in one or more direct insurance classes and/or for reinsurance. The company must apply for registration with the Swedish Companies Registration Office within six months from obtaining authorisation. A failure to do so will result in the revocation of the authorisation. Once the company is registered, it can commence its insurance business activities.

A qualified direct or indirect holding in an insurance company is subject to the approval of the Swedish FSA. A qualified holding is defined as a direct or indirect holding of 10 per cent. or more of the share capital or the voting rights of the company or a holding that otherwise entails a substantial influence over the management of the company (Section 1, Article 15 in the Insurance Business Act).

The management of an insurance company is subject to the approval of the Swedish FSA. The management of the company comprises the members of the board that are elected by the general meeting of shareholders, the managing director (Swedish *verkställande direktör*) and the deputy managing director(s), if any. The same applies to the management of the parent company, if the parent company is an insurance holding company, which is defined as a company, not being an insurance company itself, that has the main purpose of owning and administering shares in subsidiary insurance companies (Section 1, Articles 12 and 15 of the Insurance Business Act).

The insurance company shall establish guidelines for the calculation of the technical provisions, which shall be submitted to the Swedish FSA prior to the commencement of its business.

Capital Requirements

As in Norway, Swedish insurance companies must comply with the Solvency II requirements, including solvency margin requirements, established by the EU.

Furthermore, the Insurance Business Act contains regulations on capital adequacy. An insurance company must at all times have enough capital to fulfil its liabilities towards the policyholders. The technical provisions, including provisions for claims cost, claims handling costs and administrative costs and guaranteed and conditional returns, shall equal the company's corresponding liabilities. In all calculations, and especially calculations related to occupational pension insurances, all applied methods shall be prudent.

The insurance company shall hold assets that at all times cover its liabilities (i.e. the technical provisions), net of reinsurance. The Insurance Business Act contains very detailed regulations on the kind of assets to be used for coverage. The regulations, based on risk spreading principles, weigh different types of assets and set forth the fractions to which they may be used as matching assets. The assets shall be registered in a separate ledger, which shall evidence each asset and its value at any given moment. The company shall appoint an individual to be responsible for keeping the ledger and that person shall be reported to the Swedish FSA. Information on the technical provisions shall be reported to the Swedish FSA on a quarterly basis.

The board of directors of the company shall establish asset management guidelines. The company (i.e. generally the managing director) shall appoint an asset management committee, which shall supervise the asset management and to which managerial queries may be addressed.

The capital base of the company consists of core capital (equity), supplementary capital (subordinated loans and shareholder's contributions), and untaxed reserves. The capital base may not be less than EUR 3 million.

Winding-up and Bankruptcy

The regulations on winding-up and bankruptcy of insurance companies do not materially differ from those of regular limited liability companies.

The general meeting of shareholders may decide that the company shall be wound-up. If the equity is less than one third of the registered share capital, the board of directors and the shareholders must take appropriate actions to either strengthen the capital base or to wind up the company.

When an insurance company is declared in bankruptcy by a court decision, an official receiver is appointed, with the objective of liquidating the company's assets. The Swedish FSA may appoint an independent receiver.

Other Requirements and Regulations

The insurance company shall make necessary arrangements for the handling of personal data and sensitive personal information (e.g. information in medical journals) and appoint an officer designated to personal data matters.

The company must establish efficient complaints handling procedures and appoint an officer responsible for the complaints handling.

Furthermore, the company must adopt various policies and guidelines, e.g. a reinsurance policy, a policy on governance and internal control, a policy for the reporting of incidents of significant importance, guidelines for the handling of conflicts of interest, and a policy for the prevention of money laundering and financing of serious crimes. The company shall also establish internal functions for compliance, risk control and independent monitoring (internal audit).

The Swedish FSA shall appoint one or more auditors, unless the insurance company's business activities are of minor proportions. The auditor's tasks are set forth in an instruction established by the Swedish FSA and such tasks are conducted in cooperation with the auditor(s) elected by the general meeting of shareholders.

The Act on Supervision over Financial Conglomerates (SFS 2005:531), based on the Conglomerate Directive, sets forth the joint supervision over companies belonging to the same group within the financial sector in the EEA. The Swedish FSA coordinates the supervision if the ultimate parent company is, *inter*

alia, a Swedish insurance company or a Swedish insurance holding company. Furthermore, the Act sets forth that the joint capital base and capital adequacy requirements for financial conglomerates shall be calculated according to the relevant sector regulation. If the ultimate parent company is an insurance company, the basis for calculation shall be Method 2 as set forth in Appendix 1 to the Conglomerate Directive (the joint and account method).

Future Swedish regulations

Premium pensions (PPM)

The report on the Swedish premium pension (“PPM”) is still being discussed in the pension group of Riksdagen. This group will present the final requirements for a negotiated mutual funds market for further consideration. The investigation period has been extended to 31 August 2021 so that the authorities can begin their work on the mutual funds market on 1 September 2021. The current mutual funds market is expected to be replaced by a negotiated mutual funds market based on criteria for fees, sustainability and quality.

In 2020, it was decided that a body under the Swedish pension authority will be responsible for the management of the new mutual funds market and for qualifying funds. The pension authorities shall also be responsible for the liquidation of the current mutual funds market and for deciding how pension funds are to be transferred to the new mutual funds market. The PPM fund platform is a large distribution channel for SPP's funds. SPP expects that the new fund platform will offer fewer funds at a lower price.

New relocation rules

A new set of regulations with the aim of promoting the transfer of pension rights came into force in January 2020. The regulations limit the size of fees when transferring pension rights to other pension providers. SPP adjusted its relocation fees in accordance with the new regulations. SPP supports increased relocation rights and welcomes the new regulations.

The Swedish government has been asked by the Riksdag to prepare further proposals for adjustments to the transfer fees on unit-linked and custodian insurance, and presented a bill in October 2020. According to the proposal, the new rules, which introduce an upper fee limit, will enter into force from 1 April 2021 and apply retroactively from 1 July 2007. The question of the right of transfer for agreements entered into before 1 July 2007 is not dealt with in the proposal, but is being further investigated. A proposal on this point is expected in September 2021.

TAXATION

Norwegian Taxation

The following summary is of general nature and is included herein solely for information purposes. It is based on the laws presently in force in Norway, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Norwegian tax law, to which they may be subject. Please note that for the purpose of the summary below, a reference to a Norwegian or Non-Norwegian Noteholder refers to the tax residency and not the nationality of the Noteholder.

(i) Non-Norwegian Noteholders

In general, payments of principal and interest on Notes issued to Noteholders who are not resident in Norway for tax purposes ("**Non-Norwegian Noteholders**") are, under present Norwegian law, not subject to Norwegian tax. Payments to Non-Norwegian Noteholders may therefore be made without any withholding tax or deduction for any Norwegian taxes, duties, assessments or governmental charges.

Furthermore, capital gains or profits realised on the sale, disposal or other redemption of such Notes by Non-Norwegian Noteholders, are not subject to Norwegian taxes or duties.

However, if a Non-Norwegian Noteholder is carrying out business activities in Norway and the Notes are effectively connected with such activities, the Noteholder will be subject to the same taxation of interest and capital gains as a Norwegian Noteholder, as described below. Such tax liability may be modified through an applicable tax treaty.

The Notes are not subject to Norwegian net wealth tax for Non-Norwegian Noteholders in Norway. An individual Non-Norwegian Noteholder may, however, be subject to net wealth tax, if the holding of Notes is effectively connected with a business carried on by the holder of Notes in Norway. Such tax liability may be modified through an applicable tax treaty.

Effective from 1 July 2021, Norway has introduced withholding tax rules on interest paid to a Non-Norwegian Noteholder, provided that the non-resident holder of Notes is deemed to be a "related party" of the Issuer and being resident in a "low-tax jurisdiction". A company is deemed to be a "related party" when there is a direct or indirect ownership or control of 50% or more between the parties. By "low-tax jurisdiction", one refers to a jurisdiction in which the ordinary income tax on the overall profit of the company is less than two thirds of the tax that would have been levied on such company had it been resident in Norway. The domestic withholding tax rate is 15%, but may be reduced under an applicable tax treaty.

No stamp duty or similar duties are currently imposed in Norway on the issuance or transfer of Notes.

(ii) Norwegian Noteholders

Noteholders resident in Norway for tax purposes ("**Norwegian Noteholders**") will be subject to Norwegian tax on interest received in respect of the Notes at the flat rate of 22 per cent. (or 25 per cent. for financial institutions subject to Norwegian Financial Tax (*Norwegian: Finansskatt*)). Interest is taxed on accruals basis (i.e. regardless of when the return is actually paid). However, for taxpayers without statutory obligation to keep accounting records, overdue interest is as the main rule taxed when the interest is actually paid.

Capital gains realised by Norwegian Noteholders upon the sale, disposal or other redemption of Notes will be subject to Norwegian taxation at the rate of 22 per cent. (or 25 per cent. for financial institutions subject to Norwegian Financial Tax (*Norwegian: Finansskatt*)) and losses will be tax deductible. The taxable gain/deductible loss is calculated per Note and is equal to the sales price less the Norwegian Noteholders' cost price of the Note, including costs incurred in relation to the acquisition or realisation of the Note.

If the Norwegian Noteholder owns Notes acquired at different points in time, the Notes that were acquired first will be regarded as the first to be disposed of, on a first-in first-out basis.

The value of the Notes is included in the basis for the computation of net wealth tax imposed on Norwegian Noteholders who are individuals. Norwegian limited liability companies and certain other similar companies are not subject to Norwegian net wealth tax. Currently, the marginal net wealth tax rate is 0.85 per cent. of the value assessed. The value for assessment purposes for listed Notes is the listed value as of 1 January in the year of assessment.

No stamp duty or similar duties are currently imposed in Norway on the issuance or transfer of the Notes.

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including Sweden) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining "foreign passthru payment" and Notes issued on or prior to the date that is six months after the publication of the 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 Notes (as described under Condition 15 (*Further Issues*)) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes.

SUBSCRIPTION AND SALE

BNP Paribas, Danske Bank A/S and J.P. Morgan AG (together the "**Joint Bookrunners**") have, pursuant to a Subscription Agreement (the "**Subscription Agreement**") dated 29 March 2021, jointly and severally agreed to subscribe or procure subscribers for the Notes at the issue price, less a combined selling concession and management and underwriting commission. The Issuer will also reimburse the Joint Bookrunners in respect of certain of their expenses, and has agreed to indemnify the Joint Bookrunners against certain liabilities, incurred in connection with the issue of the Notes. The Subscription Agreement may be terminated in certain circumstances prior to payment of the Issuer.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, 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 under the Securities Act.

The Notes 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 United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each Joint Bookrunner has agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the Issue Date within the United States or to, or for the account or benefit of, U.S. persons and that it will have sent to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

European Economic Area

Each Joint Bookrunner has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the EEA. For the purposes of this provision, the expression "**retail investor**" means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; and
- (b) 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 EU MiFID II.

United Kingdom

Each Joint Bookrunner has represented, warranted, undertaken and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA received by it in connection with the issue of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the UK.

Furthermore, each Joint Bookrunner has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the

UK. For the purposes of this provision, the expression "**retail investor**" means a person who is one (or more) of the following:

- (a) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; and
- (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

Kingdom of Norway

The Notes shall be registered with the Norwegian Central Securities Depository ("**Euronext VPS**") or another securities registry which is properly authorised or recognised by the NFSA as being entitled to register such bonds pursuant to Regulation (EU) No. 909/2014, unless (i) the Notes are denominated in NOK and offered or sold outside of Norway to non-Norwegian tax residents only, or (ii) the Notes are denominated in a currency other than NOK and offered or sold outside of Norway. See also the selling restriction for the European Economic Area above.

Singapore

Each Joint Bookrunner has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Bookrunner has represented, warranted and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Canada

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the Joint Bookrunners are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

General

Each Joint Bookrunner has represented, warranted and agreed that it has complied and will comply in all material respects with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Prospectus or any other offering material relating to the Notes. Persons into whose hands this Prospectus comes are required by the Issuer and the Joint Bookrunners to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession, distribute or publish this Prospectus or any other offering material relating to the Notes, in all cases at their own expense.

GENERAL INFORMATION

Authorisation

1. The issue of the Notes was duly authorised by a resolution of the Board of Directors of the Issuer dated 9 February 2021.

Listing and Admission to Trading

2. It is expected that the listing of the Notes on the Official List and the admission of the Notes to trading on the regulated market of Euronext Dublin and on the Euronext Dublin Green Bond Segment will take place on or about 31 March 2021, subject to the issue of the Temporary Global Note.
3. Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer (and not on its own behalf) in connection with the application for admission of the Notes to the Official List of the Euronext Dublin and trading on the regulated market of Euronext Dublin and on the Euronext Dublin Green Bond Segment.
4. The estimated costs and expenses in relation to admission to trading are approximately €4,640.

Clearing Systems

5. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The ISIN for this issue is XS2325328313 and the Common Code is 232532831. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

No significant change and no material adverse change

6. Since 31 December 2020, there has been no significant change in the financial position or financial performance of the Issuer or the Storebrand Life Group and there has been no material adverse change in the financial position or prospects of the Issuer or the Storebrand Life Group.

Litigation

7. Save as disclosed in the section "*Litigation and Tax Disputes*" on pages 89 and 90, neither the Issuer nor any other member of the Storebrand Life Group is or has been involved in governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer or the Storebrand Life Group.

Accounts

8. The external auditors of the Issuer and Storebrand ASA are PricewaterhouseCoopers AS, who have audited the accounts of each of the Issuer, the Storebrand Life Group, Storebrand ASA and the Storebrand ASA Group, without qualification, in accordance with international auditing standards for each of the financial years ended on 31 December 2019 and 31 December 2020.

PricewaterhouseCoopers AS are members of The Norwegian Institute of Public Accountants (*DnR*). The Norwegian Institute of Public Accountants (*DnR*) is the professional body for registered public accountants (*registrert revisor*) and state authorised public accountants (*statsautorisert revisor*) in Norway.

PricewaterhouseCoopers AS has no material interest in the Issuer.

Documents

9. Copies of the following documents will be available from the registered office of the Issuer, from the specified office of the Principal Paying Agent and www.storebrand.no/ir so long as any of the Notes remains outstanding:

- (a) the memorandum and articles of association (with an English translation thereof) of the Issuer;
- (b) the audited financial statements of the Storebrand ASA Group in respect of the financial years ended 31 December 2019 and 31 December 2020 (with an English translation thereof), together with the audit report prepared in connection therewith;
- (c) the audited financial statements of the Storebrand Life Group and the Issuer in respect of the financial years ended 31 December 2019 and 31 December 2020 (with an English translation thereof), in each case together with the audit reports prepared in connection therewith; and
- (d) the Trust Deed and the Agency Agreement.

For the avoidance of doubt, unless specifically incorporated by reference into this Prospectus, information contained on the website does not form part of this Prospectus.

This Prospectus will be available, in electronic format, on the website of Euronext Dublin (www.ise.ie) or at the Issuer's website (www.storebrand.no/ir) so long as any of the Notes remains outstanding.

No Conflicts of Interest

- 10. There are no conflicts of interest between the duties of the members of the Board of Directors or the executive board to the Issuer and their private interests and/or other duties.

Reliance by Trustee

- 11. The Trust Deed provides that any certificate or report of the auditors of the Issuer or any other expert called for by or provided to the Trustee (whether or not addressed to the Trustee) in accordance with or for the purposes of the Trust Deed may be relied upon by the Trustee as sufficient evidence of the facts stated therein, whether or not any such certificate or report or any engagement letter or other document entered into by the Trustee and/or such auditors and/or expert in connection therewith contains any limit on liability (monetary or otherwise) of such auditors and/or expert.

Yield

- 12. If the Issuer were to pay interest on each Interest Payment Date up to and including the Reset Date and were to redeem the Notes on the Reset Date, the yield on the Notes would be 1.999 per cent. per annum. The yield is calculated as of the date of this Prospectus and may fluctuate in the future. It is not an indication of future yield.

Legal Entity Identifier

- 13. The Legal Entity Identifier (LEI) code of the Issuer is 5967007LIEEXZX9TZC13.

Validity of prospectus and prospectus supplements

- 14. The period of validity of this Prospectus is twelve months from the date of this Prospectus. For the avoidance of doubt, the Issuer shall have no obligation to supplement this Prospectus after the admission to trading of the Notes.

THE ISSUER

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