PROSPECTUS

TELIA COMPANY AB (publ)

(incorporated as a company with limited liability in Sweden)

€12,000,000,000
Euro Medium Term Note Programme

Under this €12,000,000,000 Euro Medium Term Note Programme (the "**Programme**"), Telia Company AB (publ) (the "**Issuer**" or "**Telia** ") may from time to time issue notes (the "**Notes**") denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

The maximum aggregate nominal amount of all Notes from time to time outstanding will not exceed €12,000,000,000 (or its equivalent in other currencies calculated as described herein).

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

This Prospectus has been approved as a base prospectus by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), as competent authority under Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes.

In accordance with Article 6(4) of the Luxembourg Law on Prospectuses dated 16 July 2019, the CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Prospectus or the quality or solvency of the Issuer. Application has been made to the Luxembourg Stock Exchange for Notes (other than Swedish Registered Notes, as defined below) issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The CSSF has neither reviewed nor approved any information in this Prospectus relating to Swedish Registered Notes.

References in this Prospectus to Notes being "**listed**" (and all related references) shall mean that such Notes have been admitted to trading on the Luxembourg Stock Exchange's regulated market and have been admitted to the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU (as amended, "**MiFID II**")).

This Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the "EEA") and, accordingly, ceases to be valid from 7 May 2027. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Prospectus is no longer valid.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes will be set out in final terms (the "**Final Terms**") which, with respect to Notes to be listed on the Luxembourg Stock Exchange, will be filed with the CSSF. Copies of Final Terms in relation to Notes to be listed on the Luxembourg Stock Exchange will also be published on the website of the Luxembourg Stock Exchange (*www.luxse.com*).

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

The Notes of each Tranche (except (i) Notes which are to be cleared through the Swedish Central Securities Depository & Clearing Organisation, Euroclear Sweden AB and which are in registered form in accordance with the Swedish Financial Instruments Accounts Act (SFS 1998:1479) ("**Swedish Registered Notes**" and "**Euroclear Sweden**", respectively) and (ii) Notes which are to be cleared through the Norwegian Central Securities Depository (formally named Verdipapirsentralen ASA, trading as Euronext Securities Oslo) ("**Euronext VPS**") and which are in uncertificated and dematerialised book entry form ("**VPS Notes**")) will initially be represented by either a temporary global Note or, if so specified in the applicable Final Terms, a permanent global Note, which will be deposited on the issue date thereof with a common depositary, or common safekeeper, as the case may be, on behalf of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or any other agreed clearing system. A temporary global Note will be exchangeable, as specified in the applicable Final Terms, for either a permanent global Note or Notes in definitive form, in each case upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations. The applicable Final Terms will specify that a permanent global Note either

(i) is exchangeable (in whole but not in part) for definitive Notes upon not less than 60 days' notice or (ii) is only exchangeable (in whole but not in part) for definitive Notes following the occurrence of an Exchange Event (as defined under "*Form of the Notes*"), all as further described in "*Form of the Notes*" below. Swedish Registered Notes and VPS Notes will be issued in uncertificated and dematerialised book entry form as more fully described in "*Form of the Notes*" below.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein (the "**Conditions**" and references to a numbered "**Condition**" shall be construed accordingly), in which event a supplement to the Prospectus or a new Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

The Issuer has been rated BBB+ for long term borrowings and A-2 for short-term borrowings by S&P Global Ratings Europe Limited ("**Standard & Poor's**") and Baa1 for long term borrowings by Moody's Investors Service España, S.A. ("**Moody's**"). The Programme has been rated (P)Baa1 by Moody's and BBB+ by Standard & Poor's. Each of Moody's and Standard & Poor's is established in the EEA and is registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). As such each of Moody's and Standard & Poor's is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at *https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation*) in accordance with the CRA Regulation. Moody's is not established in the United Kingdom ("**UK**") and has not applied for registration under the CRA Regulation as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**") (the "**UK CRA Regulation**"). However, Moody's Investors Service Ltd., which is established in the UK and registered under the UK CRA Regulation, has endorsed the global sale ratings assigned by its non-UK affiliates, including Moody's. Standard & Poor's is not established in the UK and has not applied for registration under the UK CRA Regulation. However, S&P Global Ratings UK Limited, which is established in the UK and registered under the UK CRA Regulation, has endorsed the global sale ratings assigned by its non-UK affiliates, including Standard & Poor's. Notes issued under the Programme may be rated or unrated by any one or more of the rating agencies referred to above. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms and will not necessarily be the same as the rating assigned to the Programme by Moody's and Standard & Poor's. **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.**

Amounts payable under the Notes may be calculated by reference to one or more "benchmarks" (the "**Programme Benchmarks**") for the purposes of Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June 2016 (as amended) (the "**Benchmarks Regulation**"), as specified in the applicable Final Terms. As at the date of this Prospectus: (i) the administrators of EURIBOR, NIBOR and STIBOR are included in ESMA's register of administrators under Article 36 of the Benchmarks Regulation (the "**EU BMR Register**"); and (ii) the administrator of the Secured Overnight Financing Rate ("**SOFR**") is not included in the EU BMR Register. As far as the Issuer is aware, the Federal Reserve Bank of New York (as administrator of SOFR) does not fall within the scope of the Benchmarks Regulation by virtue of Article 2 of the Benchmarks Regulation.

Arranger

Citigroup

Dealers

Barclays **BNP PARIBAS** **Citigroup** **Goldman Sachs Bank Europe SE**

The date of this Prospectus is 6 May 2026

IMPORTANT INFORMATION

This Prospectus comprises a base prospectus for the purposes of Article 8(1) of the Prospectus Regulation.

The Issuer accepts responsibility for the information contained in this Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Prospectus is to be read in conjunction with all information which is deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*" below). This Prospectus shall be read and construed on the basis that such information is incorporated in and forms part of this Prospectus.

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

No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers 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 Programme or the Notes or their distribution. The statements made in this paragraph are made without prejudice to the responsibility of the Issuer under the Programme.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers.

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

The delivery of this Prospectus does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme. Investors should review, *inter alia*, the documents deemed incorporated herein by reference when deciding whether or not to purchase any Notes.

The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers which is intended to permit a public offering of any Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers

have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this Prospectus or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the EEA, the UK, Japan, Belgium, Norway and Singapore (see "*Subscription and Sale*" below).

ESG RATINGS – The Issuer's exposure to Environmental, Social and Governance ("**ESG**") risks and the related management arrangements established to mitigate those risks has been assessed through ESG ratings. Please refer to the information incorporated under the section "*Documents Incorporated by Reference*" for further information. ESG ratings may vary amongst ESG ratings agencies as the methodologies used to determine ESG ratings may differ. The Issuer's ESG ratings are not necessarily indicative of its current or future operating or financial performance, or any future ability to service the Notes and are only current as of the dates on which they were initially issued. Prospective investors must determine for themselves the relevance of any such ESG ratings information contained in the Prospectus or elsewhere in making an investment decision. Furthermore, ESG ratings shall not be deemed to be a recommendation by the Issuer, the Dealers or any other person to buy, sell or hold the Notes. Currently, the providers of such ESG ratings are not subject to any regulatory or other similar oversight in respect of their determination and award of ESG ratings. For more information regarding the assessment methodologies used to determine ESG ratings, please refer to the relevant ratings agency's website (which website does not form a part of, nor is incorporated by reference in, the Prospectus).

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

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

MiFID II product governance / target market – The Final Terms in respect of any Notes may include a legend entitled "MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible

for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable.

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

UK MiFIR product governance / target market – The Final Terms in respect of any Notes may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate, subject to the distributor's suitability and appropriateness obligations under FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**"), as applicable. Any distributor should take into consideration the target market assessment; however, a distributor subject to the UK MiFIR Product Governance Rules is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

(i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;

(ii) has 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;

(iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and

(v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

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) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

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 U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (see "*Subscription and Sale*" below).

PRESENTATION OF FINANCIAL AND OTHER INFORMATION – As set out in note C34 ("*Discontinued operations, assets held for sale and other disposals*") to the financial statements included in the Issuer's annual report for the year ended 31 December 2025 (the "**Audited 2025 Financial Statements**"), certain financial information in the Audited 2025 Financial Statements relating to historical periods has been restated to reflect the classification of the Issuer's TV and Media business as held for sale and discontinued operations, as further described in the Audited Financial Statements. The financial information of the Issuer as at and for the year ended 31 December 2024 that is included, or incorporated by reference, in this Prospectus (other than that appearing in the financial statements included in the Issuer's Interim Report for the three months ended 31 March 2026 (the "**Q1 2026 Financial Statements**") and the Audited 2025 Financial Statements incorporated by reference in this Prospectus) has not been restated for the classification of the TV and Media business as held for sale and discontinued operations, unless otherwise specified.

All references in this document to "**U.S. dollars**" refer to the currency of the United States of America, those to "**Swedish Kronor**", "**SwKr**" and "**SEK**" refer to the currency of Sweden, those to "**Sterling**" and "**£**" refer to pounds sterling, those to "**NOK**" refer to the currency of the Kingdom of Norway and those to "**EUR**", "**€**" and "**euro**" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended. In this Prospectus, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

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STABILISATION

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

GENERAL DESCRIPTION OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Conditions, in which event, in the case of listed Notes only and if appropriate, a supplement to the Prospectus or a new Prospectus will be published.

This General Description of the Programme constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980.

Words and expressions defined in "*Form of the Notes*" and "*Terms and Conditions of the Notes*" below shall have the same meanings in this overview.

Issuer:.....	Telia Company AB (publ)
Issuer Legal Entity Identifier (LEI):	213800FSR9RNDUOTXO25
Description:.....	Euro Medium Term Note Programme
Arranger:.....	Citigroup Global Markets Europe AG
Dealers:.....	Barclays Bank Ireland PLC BNP PARIBAS Citigroup Global Markets Europe AG Goldman Sachs Bank Europe SE and any other Dealers appointed from time to time either generally in respect of the Programme or in relation to a particular Tranche of Notes, in each case, in accordance with the Programme Agreement.
Risk Factors:.....	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are set out under "*Risk Factors*" and include the fact that the Notes may not be a suitable investment for all investors, certain risks relating to the structure of a particular Series of Notes and certain market risks.
Certain Restrictions:.....	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*", below) including the following restrictions applicable at the date of this Prospectus.

Notes with a maturity of less than one year

Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the UK, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the FSMA unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent in any other currency, see "*Subscription and Sale*" below.

Under the Prospectus Regulation, prospectuses for the listing of money market instruments having a maturity at issue of less than 12 months and complying also with the definition of securities are not subject to the approval provisions stated therein.

Issuing and Principal Paying Agent:	Citibank, N.A., London Branch (for Notes other than Swedish Registered Notes and VPS Notes).
VPS Agent:	Nordea Bank Abp, filial i Norge (for VPS Notes only).
VPS Trustee:	Nordic Trustee AS (for VPS Notes only).
Programme Size:	€12,000,000,000 (or its equivalent in other currencies calculated as described under "*Additional Information Relating to the Programme*") outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Subject to applicable selling restrictions, Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, such currencies as may be agreed between the Issuer and the relevant Dealer (as indicated in the applicable Final Terms).
Maturities:	Such maturities as may be agreed between the Issuer and the relevant Dealer and as indicated in the applicable Final Terms, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency. See also "*Notes with a maturity of less than one year*" above.
Issue Price:	Notes may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par, as specified in the applicable Final Terms. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant

	Dealer(s) at the time of issue in accordance with prevailing market conditions.
Form of Notes:	Each Tranche of Notes (except Swedish Registered Notes and VPS Notes) will initially be represented by a temporary global Note (or if so specified in the applicable Final Terms, a permanent global Note) which will be deposited on the relevant Issue Date with, in the case of global Notes which are not intended to be issued in new global note ("**NGN**") form (as specified in the applicable Final Terms) a common depositary for Euroclear and Clearstream, Luxembourg and/or any other agreed clearance system or, in the case of global Notes which are intended to be issued in NGN form, a common safekeeper for Euroclear and Clearstream, Luxembourg. A temporary global Note will be exchangeable, upon request, as described therein for either a permanent global Note or definitive Notes (as indicated in the applicable Final Terms and subject, in the case of definitive Notes, to such notice period as is specified in the applicable Final Terms), in each case not earlier than 40 days after the Issue Date upon certification of non-U.S. beneficial ownership as required by U.S. Treasury regulations. The applicable Final Terms will specify that a permanent global Note either (i) is exchangeable (in whole but not in part) for definitive Notes upon not less than 60 days' notice or (ii) is only exchangeable (in whole but not in part) for definitive Notes upon the occurrence of an Exchange Event, as described in "*Form of the Notes*" below. Any interest in a global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg and/or any other agreed clearance system, as appropriate. Swedish Registered Notes will be issued in uncertificated and dematerialised book entry form. See "*Form of the Notes*" below. VPS Notes will be issued in uncertificated and dematerialised book entry form, with the legal title thereto being evidenced by book entries in the records of Euronext VPS. See "*Form of the Notes*" below.
Fixed Rate Notes:.....	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer (as indicated in the applicable Final Terms) and on redemption. Interest will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.

Floating Rate Notes:	Floating Rate Notes will bear interest at a rate determined on the basis of the reference rate set out in the applicable Final Terms. The Margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes. Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both, each of which, if relevant, will be specified in the applicable Final Terms. Depending on whether "Term Rate" or "Overnight Rate" is specified as being applicable in the applicable Final Terms, Condition 4(b)(ii)(D) or Condition 4(b)(ii)(E) (as applicable) will apply such that, on the occurrence of a Benchmark Event or a Benchmark Transition Event (as applicable) such that any rate of interest (or any component part thereof) cannot be determined by reference to the original benchmark or screen rate (as applicable) specified in the applicable Final Terms, then the Issuer may (subject to certain conditions and following consultation with an Independent Adviser) be permitted to substitute such benchmark and/or screen rate (as applicable) with a successor, replacement or alternative benchmark and/or screen rate (with consequent amendment to the terms of the relevant Notes and the application of an adjustment spread (which could be positive, negative or zero)). See Condition 4(b)(ii)(D) and Condition 4(b)(ii)(E) for further information.
Zero Coupon Notes:.....	Zero Coupon Notes may be issued at their nominal amount or at a discount to their nominal amount and will not bear interest other than in the case of late payment.
Redemption:.....	The applicable Final Terms relating to each Tranche of Notes will indicate either that the Notes of such Tranche cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default), or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving not less than 15 nor more than 30 days' irrevocable notice (or such other notice period (if any) as is indicated in the applicable Final Terms) to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the applicable Final Terms. Notes other than Zero Coupon Notes will be redeemed at their principal amount on maturity.
Denomination of Notes:.....	Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer and as indicated in the applicable Final Terms save that the

	minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency (see "*Notes with a maturity of less than one year*" above) and save that the minimum denomination of each Note admitted to trading on a regulated market within the EEA or offered to the public in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Regulation will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).
Taxation:	All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed within Sweden, subject as provided in Condition 7. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 7, be required to pay additional amounts to cover the amounts so deducted.
Negative Pledge:	The terms of the Notes will contain a negative pledge provision as further described in Condition 3.
Cross Default:	The terms of the Notes will contain a cross-default provision as further described in Condition 9.
Status of the Notes:	The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and will rank *pari passu*, without any preference among themselves and equally with all other outstanding unsecured and unsubordinated obligations (if any) of the Issuer, except as mandatorily preferred by law.
Rating:.....	Notes issued pursuant to the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to relevant Series of Notes will be issued by a credit rating agency (i) established in the European Union and registered under the CRA Regulation or (ii) established in the UK and registered under the UK CRA Regulation will be disclosed in the Final Terms. The Programme has been rated as follows: Moody's Investors Service España, S.A. ("**Moody's**"): Baa1 S&P Global Ratings Europe Limited ("**Standard & Poor's**"): BBB+

	Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the ratings assigned to the Programme. 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.
Approval, Listing and Admission to Trading:.....	Application has been made to the CSSF to approve this document as a base prospectus. Application has been made to the Luxembourg Stock Exchange for Notes (other than Swedish Registered Notes) issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. Notes (other than Swedish Registered Notes) may be listed and/or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued. The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets. No application has been made to list the Swedish Registered Notes on the Luxembourg Stock Exchange or any other stock exchange.
Governing Law:	The Notes (other than (i) the registration of VPS Notes in Euronext VPS and (ii) the Swedish Registered Notes) and any non-contractual obligations arising out of or in connection with the Notes (other than (i) the registration of VPS Notes in Euronext VPS and (ii) the Swedish Registered Notes) will be governed by, and construed in accordance with, English law. The registration of VPS Notes in Euronext VPS will be governed by, and construed in accordance with, Norwegian law. The Swedish Registered Notes and any non-contractual obligations arising out of or in connection with the Swedish Registered Notes will be governed by, and construed in accordance with, Swedish law. VPS Notes must comply with the Norwegian Central Securities Depositories Act of 15 March 2019 no. 6 (the "**CSD Act**") which incorporates Regulation (EU) No. 909/2014 (the "**CSDR**") into Norwegian law, any regulations passed under the CSD Act and the rules and procedures of Euronext VPS, in each case as amended or replaced from time to time. The holders of VPS Notes will be entitled to the rights and are subject to the

	obligations and liabilities which arise under the CSD Act and any related regulations and legislation.
Selling Restrictions:.....	There are selling restrictions in relation to the United States, the EEA, the UK, Japan, Belgium, Norway and Singapore, and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes. See "*Subscription and Sale*" below.

RISK FACTORS

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

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

*References in this Prospectus to "**Telia**" shall be construed as references to the Issuer.*

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

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

Telia operates across six geographical markets, offering a broad range of products and services spanning telecommunication and IT. These markets are competitive and highly regulated. As a result, Telia is subject to a variety of risks and uncertainties. Telia defines risk as anything that could have a material adverse effect on the achievement of Telia's goals. Risks can be threats, uncertainties or lost opportunities relating to Telia's current or future operations or activities. Set forth below is a description of some of the factors that may affect its business, brand perception, financial position and results of operations.

(i) Strategic risks

Execution and transformation

To effectively execute its strategy, Telia invests in business transformation programmes that aim to enhance agility and flexibility, reduce costs and simplify operations, ultimately boosting Telia's competitiveness. One such example is the major change programme that was launched in September 2024 that included a reduction of 3,000 positions with the aim of supporting commercial excellence and profitable growth. That change programme is now completed and all effects are judged to be identified and managed. It has led to the implementation of a country-based operating model and has simplified market-tailored development while enabling leverage from synergies.

The success of these transformation programmes relies on Telia's ability to execute effectively, as well as global economic conditions ("*Risk Factors – Factors that may affect Telia's ability to fulfil its obligations under Notes issued under the Programme – Macroeconomic and geopolitical*"), Telia's suppliers and partners delivering on their obligations, internal capability shifts and competitor reactions as well as the dynamics of fast-shifting customer behaviour.

The growth of Telia's connectivity business is also dependent on current and future regulation as well as the outcome and prices set in spectrum permit auctions (as to which please see below under "*Risk Factors – Factors that may affect Telia's ability to fulfil its obligations under Notes issued under the Programme – Legal and regulatory risks – Regulation and licences*").

Telia transformation and growth initiatives set out a series of financial and non-financial benefits to be achieved across Telia. Failure to execute such transformation and growth initiatives could have a

negative impact on Telia's business, potentially deferring revenue upside and delaying cost reductions and efficiency gains from transformed operations.

(ii) Financial risks

Commercial and business model disruption

The geopolitical situation remains uncertain and requires continued monitoring, this situation has driven demand for trusted and secure communication solutions. The macroeconomic situation also continues to be challenging, which in turn has created a market trend of business-to-consumer customers migrating to low-cost brands and business-to-consumer customers scrutinising their telecom and IT budgets.

The telecommunication and information technology sectors are undergoing a technology-led transformation, and there is an increasing need for innovation in how Telia conducts business, competes with existing and new players, and delivers profitable growth. Customers continue to scrutinise the cost of streaming services which continues to be a concern, alongside illegal television.

Failure to anticipate and respond to the economic headwinds and changes in industry dynamics, and to continue to drive a change agenda that meets developing demands in the market, may adversely affect Telia's customer relationships, service offerings, position in the value chain and financial results. Competition from a variety of sources, including current market participants, new entrants and new products and services, continues to intensify and may also adversely affect Telia's results.

Impairment losses

Adverse developments in the economic, regulatory, business, political or societal environment in Telia's markets, or changes in Telia's business plans, may negatively affect management's expectations of future cash flows. As a result, Telia may be required to recognise asset impairment losses, including goodwill, which would have a negative effect on operating income.

(iii) Operational and societal risks

Macroeconomic and geopolitical

The current uncertain macroeconomic and geopolitical situations continue to create heightened financial risks for Telia. Business-to-customer customers have seen reducing buying power. Interest rates, although decreasing, remain elevated, along with increased costs for IT services. There is also an ongoing risk of geopolitical events that could drive up the prices of raw materials and energy. Telia sees only a limited direct effect of the current international trading tariffs being imposed in particular in the United States, but there is an indirect effect for its customers. Furthermore the length, impact and outcome of ongoing geopolitical conflicts such as the war in Ukraine, the Israel-Gaza crises and the Iran-related Middle East conflict are highly unpredictable. Tensions between China and Taiwan are contributing to increasing supply-chain uncertainties that may develop into a global semiconductor shortage.

Macroeconomic effects impact Telia in several ways, including increased costs for funding, supply chains and personnel, and changes in customer buying patterns and negative impacts on the advertising business. Increased geopolitical tensions may increase the risk of cyberattacks that directly target the operations of Telia and its customers, or other critical infrastructure in society, thereby having an indirect impact on Telia.

Cybersecurity, network quality, and resilience

Telia's ability to deliver high-quality and secure services is fundamental to its customers and societies that Telia serves, as well as for Telia's commercial success. Maintaining this ability requires networks and systems that are stable, secure and resilient. Today, hybrid warfare is a reality, and geopolitics and cybersecurity are inextricably linked, as evidenced by an increased number of cyberattacks aimed at Telia and its customers.

As a provider of critical infrastructure, Telia is subject to many types of security legislation, both nationally and on a cross-border basis. Key examples are the European Union's Network and Information Security Directive 2 ("**NIS2**"), Digital Operational Resilience Act ("**DORA**") and Cyber Resilience Act.

Shortcomings in meeting Telia's customers' quality requirements may lead to sanction costs, fines, contract penalties, damage to Telia's reputation and/or customer churn which, in each case, may have an adverse impact on Telia's business. Successful cyberattacks may lead to loss of data and disruptions in service delivery.

Supply chain and third-party management

Telia relies on a vast network of suppliers, partners and customers. Despite due diligence and audits, there is a risk that suppliers and business partners may violate Telia's Supplier Code of Conduct, other requirements, or applicable laws and regulations. Additionally, third parties may also be subject to national or international sanctions, which could negatively impact Telia's business operations. The global supply chain is currently affected by volatility, meaning that certain product categories require heightened attention. Furthermore, ongoing global challenges such as global trade tensions, rising component costs and cyberthreats continue to pose significant risks to supply chain stability.

The failure of Telia's suppliers and partners to adhere to relevant laws, regulations and supplier requirements may violate human and labour rights. Such failures or perceived failures may also damage the reputation of Telia among customers or other stakeholders and potentially result in regulatory consequences for Telia. In addition, there is a related supply chain risk, as suppliers that do not comply with laws and regulations may need to terminate their operations, which may lead to Telia needing to seek new suppliers. This may have a negative impact on costs and/or delivery times. Violation of national or international sanctions programmes by third parties that Telia contracts with may result in penalties and damage to Telia's brand and reputation.

Privacy

Ensuring the privacy of Telia's customers and employees is vital for Telia's business. Vast amounts of data are generated in and through Telia's services and networks and Telia has a responsibility to ensure that it processes this data in accordance with all applicable laws while protecting it from misuse, loss, unauthorised disclosure or damage. Data protection regulations are becoming increasingly strict, while technological developments are enabling new, efficient and cost-effective cloud-based solutions. Privacy questions are also relevant for the increased use of artificial intelligence, and it is important that Telia manages how personal data is used in this context.

Potential issues related to privacy compliance or personal data breaches may lead to violation of data subjects' privacy. Failing to comply with national and EU legislation may result in significant financial penalties and loss of trust, which in turn may negatively impact Telia's business.

Corruption and unethical business practices

Telia is exposed to the risk of corruption in its business operations. The risk of corruption – including conflicts of interest – arises, for example, in relation to contracting with third parties and third-party

management, the complexity and length of Telia's supply chains, and the geographical reach of Telia's global business. There is also the inevitable risk of wrongly motivated human factors in business operations. Together, this leads to a risk of non-compliance with applicable regulations and Telia's internal rules.

Actual or perceived corruption or unethical business practices may damage Telia's reputation. Actual corruption may result in loss of trust and customers, financial penalties, and debarment from procurement and institutional investment processes, which may, in each case, have a negative impact on Telia's business. As corruption is often a barrier for human rights and equal opportunities, actual corruption or fraud may lead to Telia being associated with human rights violations (please see "*Risk Factors – Factors that may affect Telia's ability to fulfil its obligations under Notes issued under the Programme – Social and ethical*").

Social and ethical

Telia is exposed to the risk of violating human rights in its value chain, despite a strong commitment to respecting human rights. The risk is primarily connected to material human rights topics such as children's rights, digital inclusion, freedom of expression and government surveillance, and labour rights in the supply chain. Telia applies continuous human rights due diligence and conduct human rights impact assessments when there is a need for greater insight into the risk in question. Telia sees growing stakeholder expectations from investors, business/public customers and regulators, including in relation to legislation on human rights due diligence and a social taxonomy (such as the Corporate Sustainability Reporting Directive ("**CSRD**"), the Corporate Sustainability Due Diligence Directive ("**CSDDD**") and the Norwegian Transparency Act).

Actual or perceived failure in respecting human rights or to comply with ethical standards and social responsibilities may result in human rights violations in the value chain, like health and safety incidents, and a lack of freedom or rights in various respects. This risk can in turn expose the organisation to reputational damage, legal and regulatory consequences, stakeholder dissatisfaction and erosion of trust, which may negatively affect Telia's reputation.

Capabilities, skills, competence and leadership

People are at the core of everything Telia does, and their engagement, efforts and talents enable Telia to execute its strategy. Key risks in this area include talent attraction and retention, developing skills and competences, employee engagement and productivity, fostering a strong culture based on Telia's purpose and values, developing leaders, and providing a working environment that is safe, both physically and psychologically.

A shortage of skills and competences could lead to a shift in workforce composition and limit the progress of transformation for Telia. In addition, disengaged employees are less productive, less loyal and more likely to leave. The high pace of change, cost pressures and uncertainty within Telia could have a negative impact on employee health and well-being and in turn create challenges for retaining employees. A shortage of skills and competences could lead to a shift in workforce composition and limit the progress on transformation and result in costs for Telia.

Environment and climate change

Increasing requirements and expectations are applied to Telia by customers, policy makers, legislators, investors and others to manage Telia's negative impacts on the climate and environment, and to show Telia's preparedness for climate change. This is becoming formalised with the introduction of the CSRD and the CSDDD. Because of climate change, increasing numbers of extreme weather events pose risks to Telia's infrastructures and services, which, in turn, are vital for societies to function.

Failure to deliver on Telia's goals and meet stakeholders' requirements and expectations may lead to reputational damage, loss of revenues, inability to attract talent or limited access to capital. Fluctuating electricity prices, scarcity of renewable energy certificates or the introduction of carbon taxation may increase operational costs. Extreme weather may lead to operational disruptions and drive the need for additional investments.

(iv) Legal and regulatory risks

Regulation and licenses

Telia operates in the highly regulated telecommunication industry and it must navigate a landscape of evolving legislation and court precedents. In recent years, the regulatory focus in the EU has moved away from primarily concentrating on network competition to place greater emphasis on sustainability, the digital economy and security. The risks within this regulatory framework encompass various aspects, including competition-related challenges, potential litigations, contractual obligations and other legal compliance issues.

Regulatory changes, fragmented local implementation and interpretation, as well as decisions by regulatory authorities or courts, including the granting or amending of telecommunication licences and spectrum permits and increasing national security requirements, may affect Telia's strategy, ability to conduct business and financial results. Furthermore, non-compliance with competition laws and regulations could lead to legal sanctions, financial penalties, reputational harm and disruption of business operations.

Legal, governmental and administrative proceedings

There is always a risk that actions may be taken by the police, prosecution or regulatory authorities in other jurisdictions against Telia's operations or transactions, or against third parties, whether they be Swedish or non-Swedish individuals or legal entities, and that this might directly or indirectly harm Telia's business, results of operations, financial position, cash flows or brand reputation.

(v) Actions by the largest shareholder

As of 31 December 2025, the Swedish State held 41.1 per cent. of Telia's outstanding shares. Accordingly, the Swedish State, acting alone, may have the power to influence any matters submitted for a vote of shareholders. The interests of the Swedish State in deciding these matters could be different from the interests of Telia's other shareholders or from the interests of Noteholders.

(vi) Financial risk management

Telia is exposed to financial risks such as credit risk, liquidity risk, currency risk, interest rate risk, financing risk and pension obligation risk. Financial risk management is centralised in the Group Treasury unit and is described more fully in "*Telia Company AB (publ) – Financial risk management*". Failure to effectively manage and hedge these financial risks could have a negative impact on Telia's financial position and results of operations.

2. FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME

(i) Risks related to the structure of a particular issue of Notes

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

Notes subject to optional redemption by the Issuer

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

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

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount (such as Zero Coupon Notes) or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

The regulation and reform of "benchmarks" could adversely affect the value of any Notes linked to or referencing such "benchmarks"

Benchmark reform in general

Interest rates and indices which are deemed to be "benchmarks" (including Programme Benchmarks) are the subject of national and international regulatory guidance and reform aimed at supporting the transition to robust benchmarks. Most reforms have now reached their planned conclusion (including the transition away from LIBOR), and "benchmarks" remain subject to ongoing monitoring. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a "benchmark".

The Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of in-scope benchmarks, the contribution of input data to an in-scope benchmark and the use of an in-scope benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of in-scope benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/2011 as it forms part of domestic law by virtue of the EUWA (the "**UK Benchmarks Regulation**") among other things, applies to the provision of

benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to or referencing any Programme Benchmark which is in-scope of one or both regulations, in particular, if the methodology or other terms of the relevant Programme Benchmark are changed in the future in order to comply with the requirements of the Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or other similar legislation, or if a critical benchmark is discontinued or is determined by a regulatory to be "no longer representative". Such factors could, among other things, have the effect of reducing, increasing or may otherwise affect the volatility of the published rate or level of the relevant Programme Benchmark or have other consequences which cannot be predicted.

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

Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes 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 any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a Programme Benchmark (including potential rates of interest thereon).

Benchmark discontinuation under the Conditions

The Conditions provide for certain fallback arrangements in the event that a Benchmark Event or a Benchmark Transition Event (as applicable) occurs in respect of the Original Reference Rate for the relevant Series of Notes.

Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate, an Alternative Rate or a Benchmark Replacement (as applicable and each as defined in the Conditions), with the application of an adjustment spread (if any such adjustment spread is determined) or Benchmark Replacement Adjustment (as defined in the Conditions), and may include amendments to the Conditions to ensure the proper operation of the successor or replacement benchmark, as further described in Conditions 4(b)(ii)(D) and 4(b)(ii)(E).

An adjustment spread, if determined, or a Benchmark Replacement Adjustment could be positive, negative or zero and would be applied with a view to reducing or eliminating, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of an Original Reference Rate (as defined in the Conditions). However, it may not be possible to determine an adjustment spread and, even if an adjustment spread or a Benchmark Replacement Adjustment is applied, it may not be effective to reduce or eliminate economic prejudice to investors. If no adjustment spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest.

The use of a Successor Rate, Alternative Rate or Benchmark Replacement (including with the application of an adjustment spread or a Benchmark Replacement Adjustment (as applicable)) may still result in any Notes linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form.

If, following the occurrence of a Benchmark Event or a Benchmark Transition Event (as applicable), no Successor Rate, Alternative Rate or Benchmark Replacement is determined, the Rate of Interest on Notes which reference the Original Reference Rate will be determined for the relevant period by the fallback provisions applicable to such Notes. Depending on the manner in which the Original Reference Rate is to be determined under the Conditions, this may in certain circumstances (i) be reliant upon the provision by reference banks of offered quotations for the Original Reference Rate which, depending on market circumstances, may not be available at the relevant time or (ii) result in the effective application of a fixed rate for Floating Rate Notes. Due to the uncertainty concerning the availability of Successor Rates, Alternative Rates and Benchmark Replacements, the involvement of an Independent Adviser and the potential for further regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

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

The market continues to develop in relation to SOFR as a reference rate

The applicable Final Terms for a Series of Floating Rate Notes may provide that the Rate of Interest for such Notes will be determined by reference to SOFR. SOFR is an 'overnight rate'. Overnight rates differ from inter-bank offered rates, such as EURIBOR, NIBOR and STIBOR, in a number of material respects, including (without limitation) that such rates are backwards-looking, risk-free overnight rates, whereas inter-bank offered rates are expressed on the basis of a forward-looking term and include a risk-element based on inter-bank lending. As such, investors should be aware that SOFR, as an overnight rate, may behave materially differently as an interest reference rate for Notes issued under the Programme compared to inter-bank offered rates. The use of overnight rates such as SOFR as reference rates for Eurobonds is subject to continued change and development, both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of Eurobonds referencing such overnight rates.

Accordingly, prospective investors in any Notes referencing SOFR should be aware that the market continues to develop in relation to SOFR in the capital markets and its adoption as an alternative to inter-bank offered rates. Market participants, industry groups and/or central bank-led working groups have explored compounded and weighted average rates and observation methodologies for such rates (including so-called 'shift' and 'lag' methodologies) and forward-looking 'term' reference rates derived from these overnight rates have also been, or are being, developed. The adoption of overnight rates may also see component inputs into swap rates or other composite rates transferring from another reference rate to an overnight rate.

The market or a significant part thereof may adopt SOFR in a way that differs significantly from the provisions relating to SOFR set out in the Conditions. In addition, the methodology for determining any overnight rate index for SOFR could change during the life of any Notes referencing SOFR. Furthermore, the Issuer may in the future issue Notes referencing SOFR that differ materially in terms of interest determination when compared with any previous SOFR-referencing Notes issued by it under the Programme. The continued development of SOFR as an interest reference rate for the Eurobond markets and the market infrastructure for adopting it, could result in reduced liquidity or increased volatility or could otherwise adversely affect the market price of any Notes referencing SOFR issued under the Programme from time to time.

Furthermore, the Rate of Interest on Notes which reference SOFR is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference SOFR to estimate reliably the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems,

both of which factors could adversely impact the liquidity of such Notes. Further, in contrast to inter-bank-based Notes, if Notes referencing SOFR rate become due and payable as a result of an Event of Default, or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Notes shall only be determined immediately prior to the date on which the Notes become due and payable.

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

Investors should carefully consider these matters when making their investment decision with respect to any Notes referencing SOFR.

(ii) Risks related to all Notes

Set out below is a description of material risks relating to all Notes:

Meetings

The Conditions contain provisions for calling meetings (including by way of conference call or by use of an audio or video conference platform) of Noteholders to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution, and including those Noteholders who voted in a manner contrary to the majority.

Change of law

Except for the provisions relating to registration of VPS Notes in Euronext VPS and for Swedish Registered Notes, the Conditions are based on English law in effect as at the date of this Prospectus. The registration of VPS Notes in Euronext VPS shall be governed by, and construed in accordance with, Norwegian law and the Swedish Registered Notes shall be governed by, and construed in accordance with, Swedish law. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice, Norwegian law and administrative practice or Swedish law and administrative practice after the date of this Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

Risks relating to the enforceability of United Kingdom judgements in Sweden

Recent case law from the Court of Justice of the European Union (C-537/23) has indicated that an asymmetric jurisdiction clause (binding one party to the jurisdiction of a particular court but allowing the other party to take proceedings in any other competent court) may be considered contrary to the provisions of Recast Brussels Regulation (Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of 12 December 2012) (the "**Recast Brussels I Regulation**"), potentially rendering such clause ineffective. In light of this, it is uncertain whether the courts of Sweden (or another EU member state) would recognise the validity of the asymmetric jurisdiction clauses in the Agency Agreement, the Deed of Covenant or the Notes in all circumstances. It is also unclear whether either a Swedish or another EU court, applying the Recast Brussels I Regulation, would stay proceedings or decline jurisdiction in favour of the English courts where it is asked to hear a claim based on an asymmetric jurisdiction clause, or whether a Swedish or EU court would be willing to enforce an English court judgment based on an asymmetric jurisdiction clause without a re-trial on its merits. This

is the case notwithstanding the Hague Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters being in force in the UK.

Investors holding less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that their holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their 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 at or in excess of the minimum Specified Denomination such that their holding amounts to a Specified Denomination.

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

(iii) Risks related to the market

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

The secondary market

Notes may have no established trading market when issued, and one may never develop. If a market for the Notes does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies, are being issued to a single investor or a limited number of investors or have been structured to meet the investment requirements of limited categories of investors. These types of Notes typically would have a more limited secondary market and more price volatility than conventional debt securities. In addition, should the Issuer be in financial distress, this is likely to have a further significant impact on the secondary market for the Notes and investors may have to sell their Notes at a substantial discount to their principal amount.

Exchange rate risks and exchange controls

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

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

Interest rate risks

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

Credit ratings may not reflect all risks

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

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances).

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Prospectus.

ADDITIONAL INFORMATION RELATING TO THE PROGRAMME

Under the Programme, the Issuer may from time to time issue Notes denominated in any currency subject as set out herein. The applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer prior to the issue of the Notes and (except in the case of Swedish Registered Notes) will be set out in the Conditions endorsed on, attached to, or otherwise deemed to apply to, the Notes, as completed by the applicable Final Terms attached to, endorsed on, or otherwise deemed to apply to, such Notes, as more fully described under "*Form of the Notes*" below. In the case of Swedish Registered Notes, the applicable terms thereof are those set out in the Conditions appearing in this Prospectus as completed by the applicable Final Terms.

This Prospectus will only be valid for listing Notes on the Luxembourg Stock Exchange in an aggregate nominal amount which, when added to the aggregate nominal amount then outstanding of all Notes previously or simultaneously issued under the Programme, does not exceed €12,000,000,000 or its equivalent in other currencies. For the purpose of calculating the euro equivalent of the aggregate nominal amount of Notes issued under the Programme from time to time:

(a) the euro equivalent of Notes denominated in another Specified Currency (as specified in the applicable Final Terms in relation to the relevant Notes, described under "*Form of the Notes*") shall be determined, at the discretion of the Issuer, either as of the date on which agreement is reached for the issue of Notes or on the preceding day on which commercial banks and foreign exchange markets are open for general business in London, in each case on the basis of the spot rate for the sale of the euro against the purchase of such Specified Currency in the London foreign exchange market quoted by any leading international bank selected by the Issuer on the relevant day of calculation; and

(b) the euro equivalent of Zero Coupon Notes (as specified in the applicable Final Terms in relation to the relevant Notes, described under "*Form of the Notes*") and other Notes issued at a discount or a premium shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the relevant issue.

DOCUMENTS INCORPORATED BY REFERENCE

The following information which has previously been published or is published simultaneously with this Prospectus shall be incorporated by reference in, and form part of, this Prospectus:

(a) Annual Report 2024

The Issuer's annual report for the year ended 31 December 2024 (the "**2024 Annual Report**") (which can be accessed at *https://www.teliacompany.com/assets/u5c1v3pt22v8/4LVJsLuOlr3SbbnB7DT3X/85ceb20dd02062d26168b9ed6915c1d5/Telia_Annual_Report_2024.pdf*) save for the paragraphs entitled 'Outlook for 2025' on page 25, which contains, amongst other things, the audited consolidated annual financial statements (prepared in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board and as endorsed by the European Union) of the Issuer and auditors report for the financial year ended 31 December 2024 which appear on pages 166 to 249 and 285 to 289 of the 2024 Annual Report, including the information set out at the following pages in particular:

Sustainability Statements 65-164
Consolidated Statements of Comprehensive Income 166
Consolidated Statements of Financial Position 167
Consolidated Statements of Cash Flows 168
Consolidated Statements of Changes in Equity 169
Notes to Consolidated Financial Statements 170-249
Auditors' Report 285-289
Alternative Performance Measurements 295-298
Definitions 299-300

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation.

(b) Annual Report 2025

The Issuer's annual report for the year ended 31 December 2025 (the "**2025 Annual Report**") (which can be accessed at *https://www.teliacompany.com/downloads/u5c1v3pt22v8/5rdR72LuLgRQ5Ge4bOprhJ/1d446df8ad766c19090613b162b24952/Telia_Annual_report_2025.pdf*) save for the paragraphs entitled 'Outlook for 2026' on page 27, which contains, amongst other things, the audited consolidated annual financial statements (prepared in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board and as endorsed by the European Union) of the Issuer and auditors report for the financial year ended 31 December 2025 which appear on pages 133 to 220 and 254 to 258 of the 2025 Annual Report, including the information set out at the following pages in particular:

Sustainability Statement 61-131
Consolidated Statements of Comprehensive Income 133
Consolidated Statements of Financial Position 134
Consolidated Statements of Cash Flows 135
Consolidated Statements of Changes in Equity 136
Notes to Consolidated Financial Statements 137-220
Auditors' Report 254-258
Alternative Performance Measurements 265-267
Definitions 268-269

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation.

(c) The following unaudited interim financial statements (prepared in accordance with IAS 34 Interim Reporting) and sections of the Issuer's Interim Report for the three months ended 31 March 2026 (the "**Q1 2026 Financial Statements**") (which can be accessed at *https://www.teliacompany.com/assets/u5c1v3pt22v8/3ya78gxxNy9J2hKt0SQERx/beebf2a293ddaa7ba7b288e2809168e9/Telia_Company_Q1_2026_Eng.pdf*):

Condensed Consolidated Statements of Comprehensive Income 16
Condensed Consolidated Statements of Financial Position 17
Condensed Consolidated Statements of Cash Flows 18
Condensed Consolidated Statements of Changes in Equity 19
Notes ..... 20 - 34
Definitions 40

(d) the terms and conditions contained in the prospectus dated 6 May 2010 (which can be accessed at *https://www.teliacompany.com/assets/u5c1v3pt22v8/7pdrMJhg2OUMAH1tSoLZ7v/91bff4c9a6d8796dcc0f19879bffd926/EMTN_Program_Prospectus_2010.pdf*) on pages 33 to 52 inclusive;

(e) the terms and conditions contained in the prospectus dated 6 May 2011 (which can be accessed at *https://www.teliacompany.com/assets/u5c1v3pt22v8/7iTmhEeg9oJFQgiKU1L5F5/9498668c7affb576840e46964148f196/EMTN_Program_Prospectus_2011.pdf*) on pages 34 to 54 inclusive;

(f) the terms and conditions contained in the prospectus dated 3 May 2012 (which can be accessed at *https://www.teliacompany.com/assets/u5c1v3pt22v8/3KCaR5bZTJtTShIeSE9vRe/57ed870c2416d2cbc6da107da0fbc342/EMTN_Program_Prospectus_2012.pdf*) on pages 47 to 76 inclusive;

(g) the terms and conditions contained in the prospectus dated 26 April 2013 (which can be accessed at *https://www.teliacompany.com/assets/u5c1v3pt22v8/AmXrzglFyBZGSerLv3A1e/6bc295ae8ec8d2fbb84fb4bfdebcd2d4/EMTN_Program_Prospectus_2013.pdf*) on pages 40 to 69 inclusive;

(h) the terms and conditions contained in the prospectus dated 7 May 2014 (which can be accessed at *https://www.teliacompany.com/assets/u5c1v3pt22v8/3mnRDL9XOGBfgeoHRTV49x/2d20e7965d6b8d7415861109c3cda3de/EMTN_Program_Prospectus_2014.pdf*) on pages 42 to 71 inclusive;

(i) the terms and conditions contained in the prospectus dated 7 May 2015 (which can be accessed at *https://www.teliacompany.com/assets/u5c1v3pt22v8/6NSEDQSpGdSie96Ubd78Go/9eeee41e9d5cedffdac89c4c6fd44e34/EMTN_Program_Prospectus_2015.pdf*) on pages 42 to 71 inclusive;

(j) the terms and conditions contained in the prospectus dated 10 May 2016 (which can be accessed at

https://www.teliacompany.com/assets/u5c1v3pt22v8/4A1yjrhKN3w3PCJcf4tuNA/f86681dfdc457a992f3dd9d00e353d33/EMTN_Program_Prospectus_2016.pdf) on pages 41 to 70 inclusive;

(k) the terms and conditions contained in the prospectus dated 10 May 2017 (which can be accessed at https://www.teliacompany.com/assets/u5c1v3pt22v8/7jzDzL7vd3ZOBT1yHYQuM2/b0e641e9f5ee8242d54bfeeaf2a9ed95/EMTN_Program_Prospectus_2017.pdf) on pages 41 to 71 inclusive;

(l) the terms and conditions contained in the prospectus dated 4 May 2018 (which can be accessed at https://www.teliacompany.com/assets/u5c1v3pt22v8/2TcQvvxKNwHLGGpV5k43xc/f309eb3b412184c5ce88cf960899440c/EMTN_Program_Prospectus_2018.pdf) on pages 41 to 71 inclusive;

(m) the terms and conditions contained in the prospectus dated 8 May 2019 (which can be accessed at https://www.teliacompany.com/assets/u5c1v3pt22v8/41Xwb37KkJrd3q0gNKVwEx/d882c85db65de1df798137775438f8e6/EMTN_Prospectus_2019.PDF) on pages 49 to 91 inclusive;

(n) the terms and conditions contained in the prospectus dated 7 May 2020 (which can be accessed at https://www.teliacompany.com/assets/u5c1v3pt22v8/4rzD10tpk7HcqggAbZgI5j/39b07602dc20eeb332faf12b00b6666d/EMTN_Program_Prospectus_2020.pdf) on pages 46 to 89 inclusive;

(o) the terms and conditions contained in the prospectus dated 5 May 2022 (which can be accessed at https://www.teliacompany.com/assets/u5c1v3pt22v8/320H6ecmQN4O91lrpl0BM0/94838db9d6a680d108d6f52cacb141e2/EMTN_Program_Prospectus_2022.pdf) on pages 49 to 101 inclusive; and

(p) the terms and conditions contained in the prospectus dated 4 May 2023 (which can be accessed at https://www.teliacompany.com/assets/u5c1v3pt22v8/4FiRfX5AaiNPx7IhB5jk1r/460162370d8210742a1b47b8f629bab6/UKO2--2006284954-v1_Telia_2023_-_Final_Prospectus.pdf) on pages 48 to 100 inclusive.

In respect of the documents referred to in (a) to (n) above, any non-incorporated parts of such document are either deemed not relevant for an investor or are otherwise covered elsewhere in this Prospectus.

In addition to the above, the following information shall be incorporated in, and form part of, this Prospectus as and when it is published on https://www.teliacompany.com/en/reports-and-presentations:

(a) the information set out in the following sections of any annual report published by the Issuer after the date of this Prospectus, including the auditors report and audited consolidated annual financial statements of the Issuer:

(i) Sustainability Statements (or equivalent);

(ii) Consolidated Statements of Comprehensive Income (or equivalent);

(iii) Consolidated Statements of Financial Position (or equivalent);

(iv) Consolidated Statements of Cash Flows (or equivalent);

(v) Consolidated Statements of Changes in Equity (or equivalent);

(vi) Notes to Consolidated Financial Statements (or equivalent);

(vii) Auditors' Report (or equivalent);

(viii) Alternative Performance Measurements (or equivalent); and

(ix) Definitions (or equivalent); and

(b) the information set out in the following sections of any interim report published by the Issuer after the date of this Prospectus shall be incorporated in, and form part of, this Prospectus:

(i) Condensed Consolidated Statements of Comprehensive Income (or equivalent);

(ii) Condensed Consolidated Statements of Financial Position (or equivalent);

(iii) Condensed Consolidated Statements of Cash Flows (or equivalent);

(iv) Condensed Consolidated Statements of Changes in Equity (or equivalent);

(v) Notes (or equivalent);

(vi) Review Report (or equivalent); and

(vii) Definitions (or equivalent).

Following the publication of this Prospectus a supplement to the Prospectus may be prepared by the Issuer and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any information incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Prospectus or in a document which is incorporated by reference in this Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

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

In accordance with Article 21(7) of the Prospectus Regulation, the hyperlinks to the information incorporated by reference into this Prospectus shall remain available for at least 10 years from the date of this Prospectus.

FORM OF THE NOTES

Each Tranche of Notes (except Swedish Registered Notes and VPS Notes) will initially be represented by a temporary global Note (or, if so specified in the applicable Final Terms, a permanent global Note) without interest coupons or talons, which, in either case, will:

(i) if the global Notes are intended to be issued in new global note ("**NGN**") form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"); and

(ii) if the global Notes are not intended to be issued in NGN Form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the "**Common Depositary**") for Euroclear and Clearstream, Luxembourg.

Whilst any Note is represented by a temporary global Note, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made (against presentation of the temporary global Note if the temporary global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Agent. Any reference in this section "*Form of the Notes*" to Euroclear, Clearstream, Luxembourg and/or Euroclear Sweden and/or Euronext VPS shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearance system approved by the Issuer and the Agent.

On and after the date (the "**Exchange Date**") which is 40 days after the date on which any temporary global Note is issued (the "**Distribution Compliance Period**"), interests in such temporary global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in a permanent global Note of the same Series or (ii) for definitive Notes of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Notes, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given. The holder of a temporary global Note will not be entitled to collect any payment of interest or principal due on or after the Exchange Date unless upon due certification, exchange of the temporary global Note for an interest in a permanent global Note or for definitive Notes is improperly withheld or refused. Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Notes*" below) the Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the Distribution Compliance Period applicable to the Notes of such Tranche.

Payments of principal and interest (if any) on a permanent global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the permanent global Note if the permanent global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable Final Terms will specify that a permanent global Note will be exchangeable (free of charge), in whole but not in part, for definitive Notes with, where applicable, interest coupons and talons attached upon either (i) not less than 60 days' written notice from Euroclear and/or Clearstream,

Luxembourg (acting on the instructions of any holder of an interest in such permanent global Note) to the Agent as described therein or (ii) only upon the occurrence of an Exchange Event as described therein. A Permanent Global Note representing Notes having denominations consisting of a minimum Specified Denomination and integral multiples of a smaller amount there above may only be exchanged for definitive Notes upon an Exchange Event.

"**Exchange Event**" means (i) an Event of Default has occurred and is continuing, or (ii) the Issuer has been notified that either Euroclear or Clearstream, Luxembourg has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done so and no alternative clearing system is available. The Issuer will promptly give notice to Noteholders in accordance with Condition 13 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such permanent global Note) may give notice to the Agent requesting exchange. Any such exchange shall occur not later than 30 days after the date of receipt of the first relevant notice by the Agent.

Global Notes and definitive Notes will be issued pursuant to the Agency Agreement.

The following legend will appear on all global Notes (other than Temporary Global Notes), definitive Notes, interest coupons and talons where TEFRA D is specified in the applicable Final Terms:

> "ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes or interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of Notes or interest coupons.

A Note may be accelerated automatically by the holder thereof in certain circumstances described in "*Terms and Conditions of the Notes — Events of Default*". In such circumstances, where any Note is still represented by a global Note and a holder of such Note so represented and credited to its securities account with Euroclear or Clearstream, Luxembourg gives notice that it wishes to accelerate such Note, unless within a period of 15 days from the giving of such notice payment has been made in full of the amount due in accordance with the terms of such global Note, such global Note will become void at 8.00 pm (London time) on such day. At the same time, holders of interests in such global Note credited to their accounts with Euroclear and/or Clearstream, Luxembourg, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and Clearstream, Luxembourg, on and subject to the terms of a deed of covenant (the "**Deed of Covenant**") dated 6 May 2026 executed by the Issuer.

Each Tranche of Swedish Registered Notes will be issued in uncertificated and dematerialised registered form in accordance with the Swedish Financial Instruments Accounts Act (SFS 1998:1479). The holder of a Swedish Registered Note will be the person evidenced as such by a book entry in the records of Euroclear Sweden. Where a nominee is so evidenced it shall be treated as the holder of the relevant Swedish Registered Note.

The VPS Notes will be issued in uncertificated and dematerialised book entry form. Legal title to the VPS Notes will be evidenced by book entries in the records of Euronext VPS. Issues of VPS Notes will be constituted by the VPS Trustee Agreement and are subject to the VPS Agency Agreement (each as defined under "*Terms and Conditions of the Notes*"). On the issue of VPS Notes, the Issuer will send a letter to the VPS Trustee (as defined under "*Terms and Conditions of the Notes*"), with a copy sent to

the VPS Agent (as defined under "*Terms and Conditions of the Notes*") (the "**VPS Letter**"), which will set out the terms of the relevant issue of VPS Notes in the form of the applicable Final Terms.

Following notification to the VPS Agent of the terms relating to the relevant VPS Notes by (or on behalf of) the Issuer and of the subscribers and their Euronext VPS account details by the relevant Dealer, the VPS Agent, acting on behalf of the Issuer, will credit each subscribing account holder with Euronext VPS with a nominal amount of VPS Notes equal to the nominal amount thereof for which it has subscribed and paid.

Settlement of sale and purchase transactions in respect of VPS Notes in Euronext VPS will take place two Oslo business days after the date of the relevant transaction. Transfers of interests in the relevant VPS Notes will take place in accordance with the rules and procedures for the time being of Euronext VPS.

VPS Notes will not be exchangeable for any physical note or document of title other than statements of account made by Euronext VPS.

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

[**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, "**MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

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

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

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

undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[*Date*]

TELIA COMPANY AB (publ)
Legal Entity Identifier (LEI): [213800FSR9RNDUOTXO25/[ ]]
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €12,000,000,000
Euro Medium Term Note Programme

PART A — CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 6 May 2026 [and the supplement[s] to it dated [*date*] [and [*date*]] which [together] constitute[s] a base prospectus for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") (the "**Prospectus**"). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Prospectus in order to obtain all the relevant information. The Prospectus has been published on the website of the Luxembourg Stock Exchange (*www.luxse.com*).

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

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Prospectus dated *[6 May 2010 / 6 May 2011 / 3 May 2012 / 26 April 2013 / 7 May 2014 / 7 May 2015 / 10 May 2016 / 10 May 2017 / 4 May 2018 / 8 May 2019 / 7 May 2020 / 5 May 2022 / 4 May 2023]* which are incorporated by reference in the Prospectus dated 6 May 2026. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Prospectus dated 6 May 2026 [and the supplement[s] to it dated [*date*] [and [*date*]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "**Prospectus**") including the Conditions incorporated by reference in the Prospectus in order to obtain all the relevant information. The Prospectus has been published on the website of the Luxembourg Stock Exchange (*www.luxse.com*).

[When adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.]

[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]

[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing Final Terms.]

1.	(i)	Series Number:	[ ]
	(ii)	Tranche Number:	[ ]
	(iii)	Date on which the Notes will be consolidated and form a single Series:	The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/exchange of the Temporary Global

			Note for interests in the Permanent Global Note, as referred to in paragraph [ ] below, which is expected to occur on or about [*date*]][Not Applicable]
2.	Specified Currency or Currencies:		[ ]
3.	Aggregate Nominal Amount:		
	—	Series:	[ ]
	—	Tranche:	[ ]
4.	Issue Price:		[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
5.	(i)	Specified Denominations:	[ ] *(Note – in the case of Notes other than VPS Notes, where multiple denominations above €100,000 or equivalent are being used the following sample wording should be followed:* *"€100,000 and integral multiples of €1,000 in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above €199,000.")* *(Note – in the case of VPS Notes, the following sample wording should be followed:* *"€100,000 and integral multiples of €1,000 in excess thereof.")*
	(ii)	Calculation Amount:	[ ] *(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
6.	(i)	Issue Date:	[ ]
	(ii)	Interest Commencement Date:	[*Specify*/Issue Date/Not Applicable]
7.	Maturity Date:		[Fixed rate — specify date/Floating rate — Interest Payment Date falling in or nearest to [*specify month and year*]]
8.	Interest Basis:		[[ ] per cent. Fixed Rate] [[[ ] month [EURIBOR/STIBOR/NIBOR]/Compounded Daily SOFR] +/– [ ] per cent. Floating Rate]

		[Zero Coupon] (*further particulars specified below*)
9.	Redemption[/Payment] Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [ ] per cent. of their nominal amount
10.	Change of Interest Basis:	[*Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs 13 and 14 below and identify there*][Not Applicable]
11.	Put/Call Options:	[Investor Put] [Issuer Call] [Change of Control Put] [Issuer Residual Call] [Not Applicable] [*(further particulars specified below)*]
12.	[Date [Board] approval for issuance of Notes obtained:	[ ] [and [ ], respectively]] (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13.	Fixed Rate Note Provisions		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Rate[s] of Interest:	[ ] per cent. per annum payable [annually/semi-annually/quarterly] in arrear on each Interest Payment Date
	(ii)	Interest Payment Date(s):	[ ] in each year from and including [ ] up to and including the Maturity Date
	(iii)	Fixed Coupon Amount(s): (*Applicable to Notes in definitive form.*)	[ ] per Calculation Amount
	(iv)	Broken Amount(s): (*Applicable to Notes in definitive form.*)	[[ ] per Calculation Amount payable on the Interest Payment Date falling [in/on] [ ]] [Not Applicable]
	(v)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA)]
	(vi)	Determination Date(s):	[[ ] in each year] [Not Applicable] *(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*

14.	Floating Rate Note Provisions		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Specified Period(s)/Specified Interest Payment Dates:	[ ]
	(ii)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[*specify other*]]
	(iii)	Additional Business Centre(s):	[ ]
	(iv)	Type of Rate:	[Term Rate/Overnight Rate]
	(v)	Observation Method:	[Lag/Observation Shift/Not Applicable]
	(vi)	Lag Period:	[[5/[ ] U.S. Government Securities Business Days]/Not Applicable] (*A minimum of 5 U.S. Government Securities Business Days should be specified for the Lag Period, unless otherwise agreed with the Agent or, as the case may be, the VPS Calculation Agent*)
	(vii)	Observation Shift Period:	[[5/[ ] U.S. Government Securities Business Days]/Not Applicable] (*A minimum of 5 U.S. Government Securities Business Days should be specified for the Observation Shift Period, unless otherwise agreed with the Agent or, as the case may be, the VPS Calculation Agent*)
	(viii)	Index Determination:	[Applicable/Not Applicable]
	(ix)	Relevant Number:	[[ ]/[5]/Not Applicable]
	(x)	Numerator:	[[ ]/[360]/Not Applicable]
	(xi)	D:	[[ ]/Not Applicable]
	(xii)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent or, as the case may be, the VPS Calculation Agent):	[ ]
	(xiii)	Reference Rate:	[Reference Rate: [ ] month [EURIBOR/STIBOR/NIBOR]/Not Applicable]

(*Only applicable if interest will be determined on the basis of a Term Rate.*)

(xiv) Interest Determination Date(s): [ ]

(*The second day on which T2 is open prior to the start of each Interest Period if EURIBOR, the second Stockholm business day prior to the start of each Interest Period if STIBOR and the second Oslo business day prior to the start of each Interest Period if NIBOR and the first U.S. Government Securities Business Day falling after the last day of the relevant Observation Period if SOFR)*

(xv) Relevant Screen Page: [[ ]/Not Applicable]

(*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)

(xvi) Margin(s): [+/–] [ ] per cent. per annum

(xvii) Minimum Interest Rate: [ ] per cent. per annum

(xviii) Maximum Interest Rate: [ ] per cent. per annum

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

15. Zero Coupon Note Provisions [Applicable/Not Applicable]

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

(i) Accrual Yield: [ ]

(ii) Reference Price: [ ]

(iii) Day Count Fraction in relation to Early Redemption Amounts: [30/360]
[Actual/360]
[Actual/365]

PROVISIONS RELATING TO REDEMPTION

16. Notice periods for Condition 6(b): Minimum period: [ ] [30] days
Maximum period: [ ] [60] days

17. Issuer Call: [Applicable/Not Applicable]

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

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

(ii) Optional Redemption Amount and method, if any, of calculation of such amount(s): [In respect of [ ]:][ ] per Calculation Amount] [Sterling Make-Whole Redemption Amount] [Non-Sterling Make-Whole Redemption Amount]

[[In respect of [ ]:][ ] per Calculation Amount] [Sterling Make-Whole Redemption Amount] [Non-Sterling Make-Whole Redemption Amount]]

(iii) Reference Bond: [[ ]/FA Selected Bond/Not Applicable]

(iv) Quotation Time: [ ]

(v) Redemption Margin: [[ ] per cent./Not Applicable]

(vi) Redeemable in part: [Applicable/Not Applicable]

(a) Minimum Redemption Amount: [ ]

(b) Maximum Redemption Amount: [ ]

(vii) Notice periods: Minimum period: [ ] [15] days
Maximum period: [ ] [30] days

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

18. Investor Put [Applicable/Not Applicable]

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

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

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

(iii) Notice periods: Minimum period: [ ] [15] days
Maximum period: [ ] [30] days

			(*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems* (*which require a minimum of 15 business days' notice for a put*) *and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.*)
19.	Change of Control Put		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Put Date:	[ ]
	(ii)	Optional Redemption Amount:	[ ] per Calculation Amount
	(iii)	Put Period:	[ ]
20.	Issuer Residual Call		[Applicable/Not Applicable]
	(i)	Residual Redemption Amount and method, if any, of calculation of such amount(s):	[ ] per Calculation Amount]
21.	Final Redemption Amount:		[ ] per Calculation Amount (*For all Notes, other than Zero Coupon Notes, the Final Redemption Amount will be 100 per cent. of the Calculation Amount per Calculation Amount.*)
22.	Early Redemption Amount payable on redemption for taxation reasons or on event of default:		[ ] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

23.	Form of Notes:		
	(a)	Form:	(*For Swedish Registered Notes:*) [Uncertificated and dematerialised registered form] (*For Notes in bearer form:*) [Bearer Notes: Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event].] (*This option is suitable for TEFRA D*)

		[Bearer Notes: Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date.] (*This option is suitable for TEFRA D*) [Bearer Notes: Permanent Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event] (*This option is suitable for TEFRA C*) (*N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 5 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.*) (*For VPS Notes:*) [VPS Notes issued in uncertificated and dematerialised book-entry registered form]
	(b) New Global Note:	[Yes][No] (*This sub-paragraph is not applicable to Swedish Registered Notes*)
24.	Additional Financial Centre(s):	[Not Applicable/[ ]] (*This item is not applicable to Swedish Registered Notes. Note that this item relates to the date and place of payment, and not Interest Period end dates, to which item 14(iii) relates*)
25.	Talons for future Coupons to be attached to Definitive Notes:	[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

[**THIRD PARTY INFORMATION**

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

Signed on behalf of the Issuer:

By:_____
Duly authorised

PART B — OTHER INFORMATION

1. ADMISSION TO TRADING

(i)	Admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market with effect from [ ].] [Not Applicable].
(ii)	Estimate of total expenses related to admission to trading:	[ ]

2. RATINGS

Ratings: [The Notes to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:

[*insert details*] by [*insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms*].

[*Relevant rating agency*] is established in the [European Union/United Kingdom] and is registered under Regulation (EC) No. 1060/2009 (as amended)[as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018] (the "[**UK**]**CRA Regulation**").]] (*Repeat as necessary and amend depending on status of relevant rating agency.*)

[*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.*]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

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

[Save for the fees [of [*insert relevant fee disclosure*]] payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business. — *Amend as appropriate if there are other interests*]

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

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

(i)	Use of proceeds:	[General corporate purposes/[ ]]
(ii)	Estimated net proceeds:	[ ]

5. YIELD (*Fixed Rate Notes only*)

Indication of yield:	[ ]/[Not Applicable]

6. OPERATIONAL INFORMATION

(i)	ISIN Code:	[ ]
(ii)	Common Code:	[ ]
(iii)	CFI:	[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN]/[Not Applicable]/[Not Available]
(iv)	FISN:	[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN]/[Not Applicable]/[Not Available]
(v)	Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s):	[Not Applicable/*give name(s), address(es) and number(s)*/Euroclear Sweden AB, Sweden. Euroclear Sweden identification number: [ ]. The Issuer shall be entitled to obtain information from the register maintained by Euroclear Sweden [for the purposes of performing its obligation under the Swedish Registered Notes]/the Norwegian Central Securities Depository (formally named Verdipapirsentralen ASA, trading as Euronext Securities Oslo) ("**Euronext VPS**"), Euronext VPS identification number: [ ]. The Issuer and the VPS Trustee shall be entitled to obtain certain information from the register maintained by Euronext VPS for these purposes]
(vi)	Delivery:	Delivery [against/free of] payment

(vii)	Names and addresses of additional Paying Agent(s) (if any) or alternative VPS Agent (if applicable):	[ ]/[Not Applicable]
(viii)	VPS Calculation Agent:	[Not Applicable/*give name*] *(N.B. VPS Notes only)*
(ix)	Deemed delivery of clearing system notices for the purposes of Condition 13:	Any notice delivered to Noteholders through the clearing systems will be deemed to have been given on the [second] [business] day after the day on which it was given to Euroclear and Clearstream, Luxembourg.
(x)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

7. DISTRIBUTION

(i)	Method of distribution:	[Syndicated/Non-syndicated]
(ii)	If syndicated, names of Managers:	[Not Applicable/*give names*]
(iii)	Stabilising Manager(s) (if any):	[Not Applicable/*give name*]
(iv)	If non-syndicated, name of relevant Dealer:	[Not Applicable/*give name*]

(v)	U.S. Selling Restrictions:	[Reg. S Compliance Category 2; TEFRA D/TEFRA C/TEFRA not applicable]
(vi)	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable] (*If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)*
(vii)	Prohibition of Sales to UK Retail Investors:	[Applicable/Not Applicable] (*If the Notes clearly do not constitute consumer composite investments or the Notes do constitute consumer composite investments and a product summary will be prepared, "Not Applicable" should be specified. If the Notes may constitute consumer composite investments and no product summary will be prepared in the UK, "Applicable" should be specified.)*
(viii)	Prohibition of Sales to Belgian Consumers:	[Applicable/Not Applicable] (*N.B. advice should be taken from Belgian counsel before disapplying this selling restriction*)

TERMS AND CONDITIONS OF THE NOTES

*The following are the terms and conditions (the "**Conditions**") of the Notes in bearer form which will be incorporated by reference into each global Note and each definitive Note, in the latter case only if permitted by the relevant stock exchange (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Conditions. The following Conditions will also be applicable to each Swedish Registered Note and to each VPS Note. VPS Notes will not be evidenced by any physical note or document of title other than statements of account made by Euronext VPS. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each temporary global Note, permanent global Note and definitive Note. Reference should be made to "Form of Final Terms" above for the form of the Final Terms which specifies certain capitalised terms as defined in the following Conditions.*

The following is the text of the Conditions of the Notes, save for the paragraphs in italics, which shall not form part of the Conditions of the Notes:

This Note is one of a Series (as defined below) of Notes issued by Telia Company AB (publ) (the "**Issuer**") pursuant to the Agency Agreement (as defined below) or, in the case of VPS Notes (as defined below) only, issued by the Issuer in accordance with and subject to the agreement dated 8 May 2019 made between the Issuer and Nordic Trustee AS (the "**VPS Trustee**", which expression shall include any successor as VPS Trustee) (such agreement as modified and/or supplemented and/or restated from time to time, the "**VPS Trustee Agreement**"). The VPS Trustee acts for the benefit of the holders for the time being of VPS Notes in accordance with the provisions of the VPS Trustee Agreement and these Terms and Conditions (the "**Conditions**" and references to a numbered "**Condition**" shall be construed accordingly). Nordic Trustee AS will also act as calculation agent in respect of VPS Notes (the "**VPS Calculation Agent**", which expression shall include any successor or alternative VPS Calculation Agent that may be appointed). The VPS Notes will be created and held in uncertificated book-entry form in accounts with Euronext VPS. The VPS Agent (as defined below) will act as agent of the Issuer in respect of all dealings with Euronext VPS in respect of the VPS Notes.

References herein to the "**Notes**" shall be references to the Notes of this Series and shall mean:

(i) in relation to any Notes represented by a global Note, units of each Specified Denomination in the Specified Currency;

(ii) definitive Notes issued in exchange for a global Note;

(iii) any global Note;

(iv) Notes cleared through the Swedish Central Securities Depository & Clearing Organisation, Euroclear Sweden AB, which are in registered form in accordance with the Swedish Financial Instruments Accounts Act (SFS 1998:1479) ("**Swedish Registered Notes**" and "**Euroclear Sweden**" respectively); and

(v) any Notes issued in uncertificated and dematerialised book entry form ("**VPS Notes**") and cleared through the Norwegian Central Securities Depository (formerly named Verdipapirsentralen ASA, trading as Euronext Securities Oslo) ("**Euronext VPS**").

Except in the case of Swedish Registered Notes and VPS Notes, the Notes (as defined below) and the Coupons (as defined below) have the benefit of an amended and restated Agency Agreement (the "**Agency Agreement**") dated 6 May 2026, and made among the Issuer, Citibank, N.A., London Branch as issuing and principal paying agent and agent bank (the "**Agent**", which expression shall include any successor agent specified in the applicable Final Terms), the other paying agents named therein

(together with the Agent, the "**Paying Agents**", which expression shall include any additional or successor paying agents) and the VPS Agent (as defined below).

In the case of VPS Notes, the Notes have the benefit of a Paying Agency and Registrar Agreement (as amended and/or supplemented and/or restated from time to time, the "**VPS Agency Agreement**") dated 8 May 2019 and made between the Issuer and Nordea Bank Abp, filial i Norge (the "**VPS Agent**", which expression shall include any successor agent in relation to VPS Notes cleared through Euronext VPS).

Interest bearing definitive Notes (unless otherwise indicated in the applicable Final Terms) have interest coupons ("**Coupons**") and, in the case of Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Swedish Registered Notes and VPS Notes are in dematerialised form and, for the avoidance of doubt, any reference herein to Coupons, Talons or related expressions shall not apply to Swedish Registered Notes or VPS Notes.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms which are attached to, endorsed on or otherwise deemed to apply to this Note and which supplement these Conditions. References to the "**applicable Final Terms**" are to Part A of the Final Terms (or the relevant provisions thereof) which is attached to, endorsed on or otherwise deemed to apply to this Note.

Any reference to "**Noteholders**" shall mean the holders of the Notes, and shall, in relation to any Notes represented by a global Note and, in relation to Swedish Registered Notes and VPS Notes, be construed as provided below. Any reference herein to "**Couponholders**" shall mean the holders of any Coupons, and shall, unless the context otherwise requires, include any holders of the Talons.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

The Noteholders and the Couponholders (other than the holders of Swedish Registered Notes or VPS Notes) are entitled to the benefit of the Deed of Covenant (such Deed of Covenant as modified and/or supplemented and/or restated from time to time, the "**Deed of Covenant**") dated 6 May 2026, and made by the Issuer. The original of the Deed of Covenant is held by a common depositary or common safekeeper, as the case may be, on behalf of Euroclear and Clearstream, Luxembourg (each as defined below).

Copies of the Agency Agreement, the Deed of Covenant, the VPS Agency Agreement and the VPS Trustee Agreement (i) are available for inspection upon reasonable request during normal business hours at the specified office of each of the Paying Agents and (in the case of the VPS Agency Agreement and VPS Trustee Agreement only) at the specified office of the VPS Agent and the specified office of the VPS Trustee or (ii) may be provided by email to a Noteholder following their written request to any Paying Agent or (in the case of the VPS Agency Agreement and VPS Trustee Agreement only) the VPS Agent and the VPS Trustee and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent, the VPS Agent or the VPS Trustee, as the case may be). If the Notes are to be admitted to trading on the regulated market of the Luxembourg Stock Exchange the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange (*www.luxse.com*). If this Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"), the applicable Final Terms will only be

obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the relevant Paying Agent as to its holding of Notes and as to its identity.

Except for holders of Swedish Registered Notes, the Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the VPS Agency Agreement, the VPS Trustee Agreement and the applicable Final Terms which are applicable to them. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement and, in the case of VPS Notes, the VPS Agency Agreement and the VPS Trustee Agreement.

The holders of Swedish Registered Notes should refer to "General Information — Documents Available" in the Prospectus.

Words and expressions defined in the Agency Agreement and, in the case of VPS Notes, the VPS Agency Agreement and VPS Trustee Agreement or used in the applicable Final Terms shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement, the VPS Agency Agreement and/or the VPS Trustee Agreement, as the case may be, and the applicable Final Terms, the applicable Final Terms will prevail.

In these Conditions, "**euro**" means 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.

1. Form, Denomination and Title

(a) Form and denomination

The Notes are either: (i) in bearer form; or (ii) in the case of Swedish Registered Notes or VPS Notes, in uncertificated and dematerialised book entry form, as specified in the applicable Final Terms, and, in the case of definitive Notes, serially numbered, in the currency (the "**Specified Currency**") and the denominations (the "**Specified Denomination(s)**") specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination. Notes in bearer form may not be exchanged for Swedish Registered Notes or VPS Notes. Swedish Registered Notes may not be exchanged for Notes in bearer form or VPS Notes. VPS Notes may not be exchanged for Notes in bearer form or Swedish Registered Notes.

Notes which are to be admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a Prospectus under the Prospectus Regulation will have a minimum Specified Denomination of €100,000 (or its equivalent in any other currency) as at the date of issue of the relevant Notes.

Notes, other than Swedish Registered Notes and VPS Notes, will initially be represented either by a temporary global Note which will be exchangeable in accordance with its terms for either a permanent global Note or Notes in definitive form, or by a permanent global Note which will be exchangeable in accordance with its terms for Notes in definitive form, as specified in the applicable Final Terms. Swedish Registered Notes will be issued in uncertificated and dematerialised book entry form and no global or definitive Notes will be issued in respect thereof, and these Conditions shall be construed accordingly. VPS Notes will not be evidenced by any physical note or any other document of title other than statements of accounts made by Euronext VPS.

This Note is a Fixed Rate Note, a Floating Rate Note or a Zero Coupon Note, or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Definitive Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in these Conditions are not applicable.

(b) Title to Notes other than Swedish Registered Notes and VPS Notes

This Condition 1(b) only applies to Notes other than Swedish Registered Notes or VPS Notes.

Subject as set out below, title to the Notes and Coupons will pass by delivery. The Issuer, the Replacement Agent (as defined in the Agency Agreement) and any Paying Agent may deem and treat the bearer of any Note or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a global Note held on behalf of Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**"), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg, as the case may be, as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg, as the case may be, as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Agent and any other Paying Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, for which purpose the bearer of the relevant global Note shall be treated by the Issuer, the Agent and any other Paying Agent as the holder of such Notes in accordance with and subject to the terms of the relevant global Note, and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly.

Notes which are represented by a global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear or of Clearstream, Luxembourg, as the case may be.

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Agent.

(c) Title to Swedish Registered Notes

This Condition 1(c) only applies to Swedish Registered Notes.

The holder of a Swedish Registered Note will be the person evidenced as such by a book entry in the records of Euroclear Sweden. Title to the Swedish Registered Notes will pass by registration in the register between the direct or indirect accountholders at Euroclear Sweden in accordance with the Swedish Financial Instruments Accounts Act (SFS 1998:1479) and/or any other legislation, rules and regulations applicable to such transfers from time to time. Where a nominee is so evidenced, it shall be treated by the Issuer as the holder of the relevant Swedish Registered Note.

Each person who is for the time being shown in the register maintained by Euroclear Sweden (as defined below) as the holder of a particular nominal amount of such Notes (in which regard

any certificate or other document issued by Euroclear Sweden as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Agent and any other Paying Agent as the holder of such nominal amount of such Notes for all purposes and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly.

Swedish Registered Notes will be transferable only in accordance with the Swedish Financial Instruments Accounts Act (SFS 1998:1479) and applicable Swedish law and the rules and procedures for the time being of Euroclear Sweden.

References to Euroclear Sweden shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Agent.

(d) Title to VPS Notes

This Condition 1(d) only applies to VPS Notes.

The holder of a VPS Note will be the person evidenced (including any nominee) as such by a book entry in the records of Euronext VPS. The person so evidenced as a holder of VPS Notes shall be treated as the holder of such Notes for all purposes and the expressions "**Noteholder**", "**holder of Notes**" and "**holder of VPS Notes**" and related expressions shall be construed accordingly. The Issuer and the VPS Trustee may rely on a certificate of Euronext VPS or one issued on behalf of Euronext VPS by an account-carrying institution as to a particular person being a holder of VPS Notes.

Title to the VPS Notes will pass by registration in the relevant registers between the direct or indirect accountholders at Euronext VPS, in accordance with applicable law, regulations and the rules and procedures of Euronext VPS, in each case as amended or replaced from time to time. Each person who is for the time being shown in the records of Euronext VPS as the holder of a particular nominal amount of VPS Notes shall be treated by the Issuer, the VPS Agent and the VPS Trustee as the holder of such nominal amount of such VPS Notes for all purposes.

VPS Notes will be transferable only in accordance with the rules and procedures for the time being of Euronext VPS. References to Euronext VPS shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Final Terms.

2. Status of the Notes

The Notes and the relative Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and rank *pari passu* among themselves and equally with all other outstanding unsecured and unsubordinated obligations of the Issuer except as mandatorily preferred by law.

3. Negative Pledge

So long as any of the Notes remains outstanding, the Issuer will not create or have outstanding any mortgage, lien (other than solely by operation of law), pledge or other charge upon the whole or any part of its undertaking or assets, present or future (including any uncalled capital), to secure any Public Debt of any Person or any obligation of any Person under any guarantee of or indemnity in respect of any Public Debt of any other Person without at the same time or prior thereto securing the Notes equally and rateably therewith or providing such other security for the Notes except as shall be approved, in the case of Notes other than VPS Notes, by an

Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders or, in the case of VPS Notes only, by a majority of two-thirds of votes at a meeting of Noteholders duly convened and held in accordance with the provisions of the VPS Trustee Agreement.

For the purposes of this Condition 3, "**outstanding**", in the case of Notes other than Swedish Registered Notes and VPS Notes, has the meaning given to it in the Agency Agreement. In the case of VPS Notes only, "**outstanding**" means VPS Notes to the extent not redeemed or otherwise discharged.

"**Public Debt**" means indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be, quoted, listed, ordinarily dealt in or traded on any stock exchange, over-the-counter, or other established securities market and which:

(a) has an initial life exceeding 2 years; or

(b) (i) by its terms is payable, or may be required to be paid, in or by reference to any currency other than Swedish Kronor; or

(ii) by its terms is payable, or may be required to be paid, in or by reference to Swedish Kronor where more than 50 per cent. in aggregate principal amount of such indebtedness is initially offered outside the Kingdom of Sweden.

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

4. Interest

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including or, in the case of Swedish Registered Notes, but excluding) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest payable in arrear on the Interest Payment Date(s) in each year and on the Maturity Date if that does not fall on an Interest Payment Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in these Conditions, "**Fixed Interest Period**" means the period from (and including or, in the case of Swedish Registered Notes, but excluding) an Interest Payment Date (or the Interest Commencement Date) to (but excluding or, in the case of Swedish Registered Notes, and including) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

(A) in the case of Fixed Rate Notes which are represented by a Global Note or which are VPS Notes, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note or which are VPS Notes;

(B) in the case of Swedish Registered Notes, the aggregate outstanding nominal amount of the Fixed Rate Notes appearing on the register maintained by Euroclear Sweden on behalf of the Issuer; or

(C) in the case of Fixed Rate Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

In these Conditions, "**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 4(a):

(i) if "**Actual/Actual (ICMA)**" is specified in the applicable Final Terms:

(A) in the case of Notes where the number of days in the relevant period from (and including or, in the case of Swedish Registered Notes, but excluding) the most recent Fixed Interest Date (or, if none, the Interest Commencement Date) to (but excluding or, in the case of Swedish Registered Notes, and including) the relevant payment date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates that would occur in one calendar year; or

(B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and

(2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(ii) if "**30/360**" is specified in the applicable Final Terms, the number of days in the period from (and including or, in the case of Swedish Registered Notes, but excluding) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding, or in the case of Swedish Registered Notes, and including) the relevant payment date (such number of days being calculated on the basis of 12 30-day months) divided by 360.

In these Conditions:

"**Determination Period**" means the period from (and including or, in the case of Swedish Registered Notes, but excluding) a Determination Date to (but excluding or, in the case of Swedish Registered Notes, and including) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

"**sub-unit**" means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

(b) Interest on Floating Rate Notes

(i) Interest Payment Dates

Each Floating Rate Note bears interest from (and including or, in the case of Swedish Registered Notes, but excluding) the Interest Commencement Date and such interest will be payable in arrear on either:

(A) the Specified Interest Payment Date(s) (each an "**Interest Payment Date**") in each year specified in the applicable Final Terms; or

(B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions "**Interest Period**" means the period from (and including or, in the case of Swedish Registered Notes, but excluding) an Interest Payment Date (or the Interest Commencement Date) to (but excluding or, in the case of Swedish Registered Notes, and including) the next (or first) Interest Payment Date. Unless otherwise stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

If a business day convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the business day convention specified is:

(1) in any case where Specified Periods are specified in accordance with Condition 4(b)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or

(2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In this Condition, "**Business Day**" means a day which is:

(A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Additional Business Centre specified in the applicable Final Terms;

(B) either (1) in relation to any sum payable in a Specified Currency other than euro, 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 the principal financial centre of the country of the relevant Specified Currency which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively or (2) in relation to any sum payable in euro, a day on which T2 is open; and

(C) in the case of VPS Notes only, a day on which commercial banks, central securities depositories and foreign exchange markets are open for business in Oslo.

In these Conditions, "**T2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor or replacement for that system.

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms.

(A) ***Term Rate***

Where Term Rate is specified in the applicable Final Terms as the Type of Rate, the Rate of Interest for each Interest Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being the Euro-zone interbank offered rate ("**EURIBOR**"), the Stockholm interbank offered rate ("**STIBOR**") or the Norwegian interbank offered rate ("**NIBOR**"), as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time,

in the case of EURIBOR, Stockholm time, in the case of STIBOR or Oslo time, in the case NIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by (in the case of Notes other than Swedish Registered Notes or VPS Notes) the Agent, (in the case of Swedish Registered Notes) the Calculation Agent or (in the case of VPS Notes) the VPS Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by (in the case of Notes other than Swedish Registered Notes or VPS Notes) the Agent, (in the case of Swedish Registered Notes) the Calculation Agent or (in the case of VPS Notes) the VPS Calculation Agent, as the case may be, for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

In the case of Notes other than Swedish Registered Notes and VPS Notes, the Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

In the case of VPS Notes, in the event that the Relevant Screen Page is not available or if, in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the time specified in the second preceding paragraph, the VPS Calculation Agent shall request each of the Reference Banks to provide the VPS Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at the time specified in the second preceding paragraph on the Interest Determination Date in question. If two or more of the Reference Banks provide the VPS Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the VPS Calculation Agent. If on any Interest Determination Date one only or none of the Reference Banks provides the VPS Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the VPS Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the VPS Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the time specified in the second preceding paragraph on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone interbank market (if the Reference Rate is EURIBOR), the Stockholm interbank market (if the Reference Rate is STIBOR) or the Norwegian interbank market (if the Reference Rate is NIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the VPS Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified

Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the time specified in the second preceding paragraph on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the VPS Calculation Agent it is quoting to leading banks in the Euro-zone interbank market (if the Reference Rate is EURIBOR), the Stockholm interbank market (if the Reference Rate is STIBOR) or the Norwegian interbank market (if the Reference Rate is NIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period). "**Reference Banks**" means, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone interbank market, in the case of a determination of STIBOR, the principal Stockholm office of four major banks in the Stockholm interbank market and in the case of a determination of NIBOR, the principal Norway office of four major banks in the Norwegian interbank market, in each case selected by the VPS Calculation Agent.

In the case of Swedish Registered Notes, such provisions will be as set out in the applicable Final Terms.

(B) ***Overnight Rate – Compounded Daily SOFR – Non-Index Determination***

Where Overnight Rate is specified in the applicable Final Terms as the Type of Rate and Index Determination is specified in the applicable Final Terms as not being applicable, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SOFR plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by (in the case of Notes other than Swedish Registered Notes or VPS Notes) the Agent, (in the case of Swedish Registered Notes) the Calculation Agent or (in the case of VPS Notes) the VPS Calculation Agent.

"**Compounded Daily SOFR**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily U.S. dollars secured overnight financing rate as reference rate for the calculation of interest) as calculated by (in the case of Notes other than Swedish Registered Notes or VPS Notes) the Agent, (in the case of Swedish Registered Notes) the Calculation Agent or (in the case of VPS Notes) the VPS Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

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

where:

"**d**" is the number of calendar days in:

(i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or

(ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

"**D**" means the number specified as such in the applicable Final Terms (or, if no such number is specified, 360);

"$\mathbf{d_o}$" is the number of U.S. Government Securities Business Days in:

(i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or

(ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

"**i**" is a series of whole numbers from one to d_o, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

(i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or

(ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period,

to and including the last U.S. Government Securities Business Day in such Interest Period or, as the case may be, such Observation Period;

"$\mathbf{n_i}$" for any U.S. Government Securities Business Day "i" is the number of calendar days from, and including, such U.S. Government Securities Business Day "i" to, but excluding, the following U.S. Government Securities Business Day;

"**Observation Period**" in respect of an Interest Period, means the period from, and including, the date falling "p" U.S. Government Securities Business Days prior to the first day in such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to, but excluding, the date falling "p" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" means:

(i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days specified as the "Lag Period" in the applicable Final Terms; or

(ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days specified as the "Observation Shift Period" in the applicable Final Terms;

"**SOFR**" with respect to any U.S. Government Securities Business Day, means:

(i) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator's Website at 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day (the "**SOFR Determination Time**"); or

(ii) subject to Condition 4(b)(ii)(E), if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator's Website;

"**$SOFR_i$**" means, in respect of any U.S. Government Securities Business Day "i", the SOFR for:

(i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the U.S. Government Securities Business Day falling "p" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "i"; or

(ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant U.S. Government Securities Business Day "i";

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

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

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 4(b)(ii)(B), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

If the Notes become due and payable otherwise than on an Interest Payment Date, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date and as if (solely for the purpose of such interest determination) the relevant Interest Period had been shortened accordingly.

(C) ***Overnight Rate – Compounded Daily SOFR – Index Determination***

Where Overnight Rate is specified in the applicable Final Terms as the Type of Rate and Index Determination is specified in the applicable Final Terms as being applicable, the Rate of Interest for each Interest Period will, subject as provided below, be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula on the relevant Interest Determination Date:

$$\left(\frac{\text{Compounded Index End}}{\text{Compounded Index Start}} - 1\right) \times \frac{\text{Numerator}}{\text{d}}$$

and rounded if necessary to the nearest fifth decimal place (with 0.000005 being rounded upwards), plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by (in the case of Notes other than Swedish Registered Notes or VPS Notes) the Agent, (in the case of Swedish Registered Notes) the Calculation Agent or (in the case of VPS Notes) the VPS Calculation Agent, where:

"**Compounded Index**" means the Compounded Daily SOFR rate as published at 3:00 p.m. (New York time) by Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) on the website of the Federal Reserve Bank of New York, or any successor source;

"**Compounded Index End**" means, in respect of an Interest Period, the relevant Compounded Index value on the day falling the Relevant Number of U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

"**Compounded Index Start**" means, in respect of an Interest Period, the relevant Compounded Index value on the day falling the Relevant Number of U.S. Government Securities Business Days prior to the first day of the relevant Interest Period;

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**Numerator**" means 360, unless otherwise specified in the applicable Final Terms;

"**Relevant Number**" is as specified in the applicable Final Terms but, unless otherwise specified, shall be five; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

If, with respect to any Interest Period, the relevant rate is not published for the Compounded Index either on the relevant Start or End date, then (in the case of Notes other than Swedish Registered Notes or VPS Notes) the Agent, (in

the case of Swedish Registered Notes) the Calculation Agent or (in the case of VPS Notes) the VPS Calculation Agent shall calculate the rate of interest for that Interest Period as if Index Determination was specified in the applicable Final Terms as not being applicable and Observation Shift had been specified as the Observation Method in the applicable Final Terms, and where the Observation Shift Period shall be deemed to be the same as the Relevant Number.

If the Notes become due and payable otherwise than on an Interest Payment Date, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date and as if (solely for the purpose of such interest determination) the relevant Interest Period had been shortened accordingly.

(D) ***Benchmark Discontinuation – Benchmark Replacement***

This Condition 4(b)(ii)(D) applies only where Term Rate is specified in the applicable Final Terms as the Type of Rate.

(1) Independent Adviser

Notwithstanding Condition 4(b)(ii)(A), if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(b)(ii)(D)(2)) and, in either case, an Adjustment Spread (if any) (in accordance with Condition 4(b)(ii)(D)(3)) and any Benchmark Amendments (in accordance with Condition 4(b)(ii)(D)(4)).

An Independent Adviser appointed pursuant to this Condition 4(b)(ii)(D) shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Agent, the Paying Agents, the Calculation Agent (if applicable), (in the case of VPS Notes) the VPS Agent, the VPS Trustee and the VPS Calculation Agent or the Noteholders for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 4(b)(ii)(D).

If the Issuer, following consultation with an Independent Adviser, fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 4(b)(ii)(D)(2) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be determined by reference to the fallback provisions of Condition 4(b)(ii)(A). For the avoidance of doubt, this sub-paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to

the subsequent operation of, and to adjustment as provided in, this Condition 4(b)(ii)(D).

(2) Successor Rate or Alternative Rate

If the Issuer, following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, determines that:

(i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4(b)(ii)(D)(3)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(b)(ii)(D)); or

(ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4(b)(ii)(D)(3)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(b)(ii)(D)).

(3) Adjustment Spread

If the Issuer, following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, determines (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).

(4) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4(b)(ii)(D) and the Issuer, following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, determines (i) that amendments to these Conditions, the Agency Agreement or (in the case of VPS Notes) the VPS Trustee Agreement 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, subject to giving notice thereof in accordance with Condition 4(b)(ii)(D)(5), without any requirement for the consent or approval of Noteholders, vary these Conditions, the Agency Agreement and/or the VPS Trustee Agreement, as applicable, to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Agent or (in the case of VPS Notes only) the VPS Trustee of a certificate signed by two directors of the Issuer pursuant to Condition 4(b)(ii)(D)(5), the Agent or (in the case of VPS Notes only) the VPS Trustee shall (at the expense and direction of the Issuer), without any requirement for the consent or approval of the Noteholders or the Couponholders, be obliged to use its reasonable endeavours to implement any Benchmark Amendments (including, *inter alia*, by the execution of an agreement supplemental to or amending the Agency Agreement or the VPS Trustee Agreement, as the case may be) and neither the Agent nor the VPS Trustee shall be liable to any party for any consequences thereof, provided that neither the Agent nor the VPS Trustee shall be obliged so to implement if in the opinion of the Agent or the VPS Trustee (as applicable) doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to it in these Conditions and/or any documents to which it is a party (including, for the avoidance of doubt, any supplemental agency agreement or supplemental Euronext VPS trust agreement) in any way.

In connection with any such variation in accordance with this Condition 4(b)(ii)(D)(4), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(5) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 4(b)(ii)(D) will be notified promptly by the Issuer to the Agent, the Paying Agents, the Calculation Agent (if applicable), (in the case of VPS Notes) the VPS Agent, the VPS Trustee and the VPS Calculation Agent and, in accordance with Condition 13, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments (if any).

No later than notifying the Agent or (in the case of VPS Notes only) the VPS Trustee of the same, the Issuer shall deliver to the Agent or (in the case of VPS Notes only) the VPS Trustee a certificate signed by two directors of the Issuer:

(i) confirming (I) that a Benchmark Event has occurred, (II) the Successor Rate or, as the case may be, the Alternative Rate, (III) where applicable, any Adjustment Spread and (IV) the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4(b)(ii)(D); and

(ii) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Agent or (in the case of VPS Notes only) the VPS Trustee shall be entitled to rely on such certificate (without enquiry or liability to

any person) as sufficient evidence thereof. For the avoidance of doubt, neither the Agent nor (in the case of VPS Notes only) the VPS Trustee shall be liable to the Noteholders or any other person for so acting or relying on such certificate, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Agent's or the VPS Trustee's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Agent, the Paying Agents, the Calculation Agent (if applicable), (in the case of VPS Notes) the VPS Agent, the VPS Trustee, the VPS Calculation Agent and the Noteholders.

(6) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under this Condition 4(b)(ii)(D), the Original Reference Rate and the fallback provisions provided for in Condition 4(b)(ii)(A) will continue to apply unless and until a Benchmark Event has occurred, an Independent Adviser has been appointed, and the Agent or (in the case of VPS Notes only) the VPS Trustee has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments determined in accordance with Condition 4(b)(ii)(D)(5).

(7) Definitions

As used in this Condition 4(b)(ii)(D):

"**Adjustment Spread**" means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(i) 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 (if no such recommendation has been made, or in the case of an Alternative Rate);

(ii) the Issuer, following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner determines, is recognised or acknowledged as being the industry standard for international debt capital markets (or alternatively, over-the-counter derivative 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 (if the Issuer determines that no such industry standard is recognised or acknowledged); or

(iii) the Issuer, in its discretion, following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, determines to be appropriate;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Issuer following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, determines in accordance with Condition 4(b)(ii)(D)(2) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes;

"**Benchmark Amendments**" has the meaning given to it in Condition 4(b)(ii)(D)(4);

"**Benchmark Event**" means:

(i) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

(ii) the later of (A) 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 (B) the date falling six months prior to the date specified in (ii)(A); or

(iii) 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; or

(iv) the later of (A) 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 (B) the date falling six months prior to the date specified in (iv)(A); or

(v) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will, on or before a specified date, be prohibited from being used either generally, or in respect of the Notes and (B) the date falling six months prior to the date specified in (v)(A); or

(vi) the later of (A) 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, no longer be representative of an underlying market and (B) the date falling six months prior to the date specified in (vi)(A); or

(vii) it has or will become unlawful for the Agent, the Calculation Agent (if applicable), (in the case of VPS Notes) the VPS Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholders using the Original Reference Rate;

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer at its own expense under Condition 4(b)(ii)(D)(1) and notified in writing to the Agent or (in the case of VPS Notes only) the VPS Trustee;

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes;

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

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

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

(E) ***Benchmark Discontinuation – Benchmark Transition***

This Condition 4(b)(ii)(E) applies only where Overnight Rate is specified in the applicable Final Terms as the Type of Rate.

If the Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in relation to an Original Reference Rate at any time when any Rate of Interest (or any component part

thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions shall apply.

(1) Independent Adviser

The Issuer shall use reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining the Benchmark Replacement which will replace such Original Reference Rate for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates (subject to any subsequent application of this Condition 4(b)(ii)(E) with respect to such Benchmark Replacement) and any Benchmark Replacement Conforming Changes.

Any Benchmark Replacement so determined by the Issuer shall have effect for any subsequent determination of any relevant Rate of Interest (subject to any further application of this Condition 4(b)(ii)(E) with respect to such Benchmark Replacement), subject, if any associated Benchmark Replacement Conforming Changes are required in connection therewith, to such Benchmark Replacement Conforming Changes becoming effective in accordance with the following provisions.

If, notwithstanding the Issuer's reasonable endeavours, the Issuer is unable to appoint and consult with an Independent Adviser in accordance with the foregoing paragraphs, the fallback provisions provided for in Condition 4(b)(ii)(B) or Condition 4(b)(ii)(C), as the case may be, shall apply.

(2) Benchmark Replacement Conforming Changes

If the Issuer, following consultation with the Independent Adviser, considers it is necessary to make Benchmark Replacement Conforming Changes, the Issuer shall, in consultation with the Independent Adviser, determine the terms of such Benchmark Replacement Conforming Changes, and shall, subject to giving notice in accordance with Condition 4(b)(ii)(E)(4) (but without any requirement for the consent or approval of Noteholders), vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Replacement Conforming Changes with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Agent or (in the case of VPS Notes only) the VPS Trustee of a certificate signed by two directors of the Issuer pursuant to Condition 4(b)(ii)(E)(4), the Agent or (in the case of VPS Notes only) the VPS Trustee shall (at the expense and direction of the Issuer), without any requirement for the consent or approval of the Noteholders or the Couponholders, be obliged to use its reasonable endeavours to implement any Benchmark Replacement Conforming Changes (including, *inter alia*, by the execution of an agreement supplemental to or amending the Agency Agreement or the VPS Trustee Agreement, as the case may be) and neither the Agent nor the VPS Trustee shall be liable to any party for any consequences thereof, provided that neither the Agent nor the VPS Trustee shall be obliged so to implement if in the opinion of the Agent or the VPS Trustee (as applicable) doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to it in these Conditions and/or any documents to which it is a party (including, for the avoidance of doubt,

any supplemental agency agreement or supplemental Euronext VPS trust agreement) in any way.

In connection with any such variation in accordance with this Condition 4(b)(ii)(E)(2), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(3) Definitions

As used in this Condition 4(b)(ii)(E):

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

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

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

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

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

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

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

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

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to any Interest Period, the timing and frequency of determining rates and making payments of interest, rounding of amounts or

tenors, and other administrative matters) that the Issuer (in consultation with the Independent Adviser) decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer (in consultation with the Independent Adviser) determines is reasonably necessary);

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

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

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

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than the customary or scheduled time for publication of the relevant reference rate in accordance with the then-prevailing operational procedures of the administrator of such reference rate or, as the case may be, of the other relevant information service publishing such reference rate, on, the relevant Interest Determination Date, the Benchmark Replacement Date will be deemed to have occurred prior to such time for such determination;

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

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

(ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Original Reference Rate (or such component), the central bank for the currency of the Original Reference Rate (or such component), an insolvency official with jurisdiction over the administrator for the Original Reference Rate (or such component), a resolution authority with jurisdiction over the administrator for the Original Reference Rate (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Original Reference Rate, which states that the

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

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

"**Corresponding Tenor**" means, with respect to a Benchmark Replacement, a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the Original Reference Rate;

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer at its own expense under Condition 4(b)(ii)(E)(1) and notified in writing to the Agent or (in the case of VPS Notes only) the VPS Trustee;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the 2021 ISDA Interest Rate Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc. (the "**ISDA Definitions**") to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate;

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

"**Original Reference Rate**" means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes (provided that if, following one or more Benchmark Transition Events, such originally specified benchmark or screen rate (or any benchmark used in any Benchmark Replacement which has replaced it (the "**Replacement Benchmark**")) has been replaced by a (or a further) Replacement Benchmark and a Benchmark Transition Event subsequently occurs in respect of such Replacement Benchmark, the term "Original Reference Rate" shall be deemed to include any such Replacement Benchmark);

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

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

(4) Notices, etc.

Any Benchmark Replacement and the specific terms of any Benchmark Replacement Conforming Changes determined under this Condition 4(b)(ii)(E) will be notified promptly by the Issuer to the Agent, the Paying Agents, the Calculation Agent (if applicable), (in the case of VPS Notes) the VPS Agent, the VPS Trustee and the VPS Calculation Agent and, in accordance with Condition 13, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Replacement Conforming Changes (if any).

No later than notifying the Agent or (in the case of VPS Notes only) the VPS Trustee of the same, the Issuer shall deliver to the Agent or (in the case of VPS Notes only) the VPS Trustee a certificate signed by two directors of the Issuer:

(i) confirming (I) that a Benchmark Transition Event has occurred, (II) the Benchmark Replacement and (III) the specific terms of any Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 4(b)(ii)(E); and

(ii) certifying that the Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Replacement Benchmark.

The Agent or (in the case of VPS Notes only) the VPS Trustee shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. For the avoidance of doubt, neither the Agent nor (in the case of VPS Notes only) the VPS Trustee shall be liable to the Noteholders or any other person for so acting or relying on such certificate, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person. The Benchmark Replacement and the Benchmark Replacement Conforming Changes (if any) specified in such certificate will (in the absence of manifest error in the determination of the Benchmark Replacement and the Benchmark Replacement Conforming Changes (if any) and without prejudice to the Agent's or the VPS Trustee's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Agent, the Paying Agents, the Calculation Agent (if applicable), (in the case of VPS Notes) the VPS Agent, the VPS Trustee, the VPS Calculation Agent and the Noteholders.

(5) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under this Condition 4(b)(ii)(E), the Original Reference Rate and the fallback provisions provided for in Condition 4(b)(ii)(B) or, as the case may be, Condition 4(b)(ii)(C) will continue to apply unless and until a Benchmark Transition Event has occurred, an Independent Adviser has been appointed, and the Agent or (in the case of VPS Notes only) the VPS Trustee has been notified of the Benchmark Replacement and any

Benchmark Replacement Conforming Changes determined in accordance with Condition 4(b)(ii)(E)(2).

(iii) Minimum and/or Maximum Interest Rate

If the applicable Final Terms specifies a Minimum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 4(b)(ii) above is less than such Minimum Interest Rate, the Rate of Interest for such Interest Period shall be such Minimum Interest Rate.

If the applicable Final Terms specifies a Maximum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 4(b)(ii) above is greater than such Maximum Interest Rate, the Rate of Interest for such Interest Period shall be such Maximum Interest Rate.

(iv) Determination of Rate of Interest and Calculation of Interest Amounts

The Agent, in the case of Floating Rate Notes other than Floating Rate Notes which are Swedish Registered Notes or VPS Notes, the Calculation Agent, in the case of Floating Rate Notes which are Swedish Registered Notes, or the VPS Calculation Agent, in the case of Floating Rate Notes which are VPS Notes, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Agent, in the case of Floating Rate Notes other than Floating Rate Notes which are Swedish Registered Notes or VPS Notes, the Calculation Agent, in the case of Floating Rate Notes which are Swedish Registered Notes, or the VPS Calculation Agent, in the case of Floating Rate Notes which are VPS Notes, will calculate the amount of interest (the "**Interest Amount**") payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

(A) in the case of Floating Rate Notes which are represented by a Global Note or which are VPS Notes, the aggregate outstanding nominal amount outstanding of the Notes represented by such Global Note or which are VPS Notes; or

(B) in the case of Swedish Registered Notes, the aggregate outstanding nominal amount of the Floating Rate Notes appearing on the register maintained by Euroclear Sweden on behalf of the Issuer;

(C) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest for any Interest Period:

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

(ii) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

(iii) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

(iv) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D_1" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(v) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D_1" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D_2 will be 30;

(vi) if "**30/360 (ISDA)**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D_1" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30.

(v) Notification of Rate of Interest and Interest Amounts

The Agent, in the case of Notes other than Swedish Registered Notes or VPS Notes, the Calculation Agent, in the case of Swedish Registered Notes, or the VPS Calculation Agent, in the case of VPS Notes, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, (in the case of VPS Notes) the VPS Agent and the VPS Trustee and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible

after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 13. For the purposes of this paragraph, the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London.

For the avoidance of doubt, in respect of Notes admitted to trading on the Luxembourg Stock Exchange, the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date, and any amendments thereto, will be notified to the Luxembourg Stock Exchange no later than the first day of the Interest Period.

(vi) Certificates to be Final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(b), whether by the Agent, the Calculation Agent or the VPS Calculation Agent, as applicable, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent, the Calculation Agent (if applicable), the other Paying Agents, (in the case of VPS Notes) the VPS Agent, the VPS Trustee and the VPS Calculation Agent and all Noteholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Agent, the Calculation Agent or the VPS Calculation Agent (as applicable) in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) Accrual of Interest

Each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event in respect of Notes other than Swedish Registered Notes, interest will continue to accrue until whichever is the earlier of:

(1) the date on which all amounts due in respect of such Note have been paid; and

(2) five days after the date on which the full amount of the moneys payable has been received by the Agent or the VPS Agent, as applicable, and notice to that effect has been given in accordance with Condition 13.

In such event in respect of Swedish Registered Notes, interest will continue to accrue until the date the holders of the Swedish Registered Notes receive the full amount of such payments.

(d) Discretions

Notwithstanding anything included in these Conditions or any applicable Final Terms, the Agent (or Calculation Agent, if so appointed) will have no obligation to exercise any discretion (including, but not limited to, determinations of alternative or substitute benchmarks, successor reference rates, screen pages, interest adjustment factors/fractions or spreads, market disruptions, benchmark amendment conforming changes, selection and polling of reference banks) and any such discretion shall instead (unless an alternative method for determination is specified by any entity other than the Agent and/or Calculation Agent in these Conditions) be

exercised by the Issuer (following consultation with any such independent advisers as it deems necessary).

5. Payments

(a) Method of Payment

Subject as provided below:

(i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively); and

(ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment or other laws and regulation to which the Issuer, the Agent, a Paying Agent and/or the VPS Agent, as the case may be, is subject, but without prejudice to the provisions of Condition 7 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 " **Internal Revenue Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Internal Revenue Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 7) any law implementing an intergovernmental approach thereto.

References to "**Specified Currency**" will include any successor currency under applicable law.

(b) Presentation of Notes and Coupons

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against surrender of definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against surrender of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Fixed Rate Notes in definitive form should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 7) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

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

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

If the due date for redemption of any definitive Note is not a Fixed Interest Date or an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Fixed Interest Date or Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

Payments of principal and interest (if any) in respect of Notes represented by any global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes and otherwise in the manner specified in the relevant global Note against presentation or surrender, as the case may be, of such global Note at the specified office of any Paying Agent. A record of each payment made against presentation or surrender of such global Note, distinguishing between any payment of principal and any payment of interest, will be made either on such global Note by such Paying Agent and such record shall be *prima facie* evidence that the payment in question has been made or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

The holder of a global Note shall be the only person entitled to receive payments in respect of Notes represented by such global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for their share of each payment so made by the Issuer to, or to the order of, the holder of such global Note.

Notwithstanding the foregoing, if any amount of principal and/or interest in respect of this Note is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of this Note will be made at the specified office of a Paying Agent in the United States if:

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

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

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

Payments of principal and interest in respect of Swedish Registered Notes will be made to the persons registered as Noteholders in the register maintained by Euroclear Sweden on the fifth Stockholm Business Day (or such other day which may become customary on the Swedish bond market, which in respect of Swedish Registered Notes denominated in Swedish Kronor is expected to be the third Stockholm Business Day) prior to the Interest Payment Date or the Maturity Date, as the case may be, and in accordance with the rules and procedures applied by Euroclear Sweden from time to time.

As used herein, "**Stockholm Business Day**" means a day on which commercial banks and foreign exchange markets are open for business in Stockholm.

Payments of principal and interest in respect of VPS Notes shall be made by, or on behalf of, the Issuer to the holders shown in the relevant records of Euronext VPS in accordance with and subject to the rules and regulations from time to time governing Euronext VPS.

(c) Payment Day for Notes other than Swedish Registered Notes

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Payment Day**" means any day which (subject to Condition 8) is:

(i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:

(A) in the case of Notes in definitive form only, the relevant place of presentation;

(B) each Additional Financial Centre (other than T2) specified in the applicable Final Terms;

(C) if T2 is specified as an Additional Financial Centre in the applicable Final Terms, a day on which T2 is open;

(D) in the case of VPS Notes only, Oslo; and

(ii) either (1) in relation to any sum payable in a Specified Currency other than euro, 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 the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, any Additional Financial Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which T2 is open.

(d) Payment Date for Swedish Registered Notes

If the date for payment of any amount in respect of Swedish Registered Notes is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, unless otherwise specified in the applicable Final Terms, "**Payment Day**" means any day which (subject to Condition 8) is a day on which commercial banks are open for general business in Stockholm.

(e) Interpretation of Principal and Interest

Any reference in these Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

(i) any additional amounts which may be payable with respect to principal under Condition 7;

(ii) the Final Redemption Amount of the Notes;

(iii) the Early Redemption Amount of the Notes;

(iv) the Optional Redemption Amount(s) (if any) of the Notes;

(v) the Residual Redemption Amount(s) (if any) of the Notes; and

(vi) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7.

6. Redemption and Purchase

(a) At Maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

(b) Redemption for Tax Reasons

Subject to Condition 6(g), the Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Agent (in the case of Notes other than Swedish Registered Notes or VPS Notes), Euroclear Sweden (in the case of Swedish Registered Notes) or the VPS Agent (in the case of VPS Notes) and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable), if:

(i) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of Sweden or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes; and

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

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Agent (in the case of Notes other than Swedish Registered Notes or VPS Notes), Euroclear Sweden (in the case of Swedish Registered Notes) or the VPS Trustee (in the case of VPS Notes) to make available at its specified office to the Noteholders (i) a certificate signed by two authorised officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and (ii) an opinion of independent legal advisers 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.

Notes redeemed pursuant to this Condition 6(b) will be redeemed at their Early Redemption Amount referred to in paragraph (f) below together (if appropriate) with interest accrued to (but excluding or, in the case of Swedish Registered Notes, and including) the date of redemption.

(c) Redemption at the Option of the Issuer ("Issuer Call")

If Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may, at its option, having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 13 (which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or (if specified in the applicable Final Terms) some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding or, in the case of Swedish Registered Notes, and including) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms. The Optional Redemption Amount will either be the specified percentage of the nominal amount of the Notes stated in the Final Terms or:

(i) if "**Sterling Make-Whole Redemption Amount**" is specified in the applicable Final Terms as the Optional Redemption Amount, the Optional Redemption Amount shall be equal to the higher of (a) 100 per cent. of the principal amount outstanding of the Notes to be redeemed or (b) the principal amount outstanding of the Notes to be redeemed multiplied by the price, as reported to the Issuer by the Financial Adviser, at which the Gross Redemption Yield to the Maturity Date or, in the case of any Par Call Notes, the First Par Call Notes Redemption Date, on such Notes on the Reference Date is equal to the Gross Redemption Yield (determined by reference to the middle market price) at the Quotation Time specified in the applicable Final Terms on the Reference Date of the Reference Bond plus the Redemption Margin, all as determined by the Financial Adviser; or

(ii) if "**Non-Sterling Make-Whole Redemption Amount**" is specified in the applicable Final Terms as the Optional Redemption Amount, the Optional Redemption Amount shall be an amount calculated by the Financial Adviser equal to the higher of (a) 100 per cent. of the principal amount outstanding of the Notes to be redeemed or (b) the sum of the then present values of the principal amount outstanding of the Notes to be redeemed and the Remaining Term Interest on such Note (exclusive of interest accrued to the date of redemption) discounted to the date of redemption (and assuming, in the case of any Par Call Notes, that the Notes matured on the First Par Call Notes

Redemption Date) on an annual, semi-annual or such other basis as is equivalent to the frequency of interest payments on the Notes (as determined by the Financial Adviser) at the Reference Bond Rate plus the Redemption Margin.

In this Condition 6(c):

"**FA Selected Bond**" means a government security or securities selected by the Financial Adviser as having an actual or interpolated maturity comparable with the remaining term to the Maturity Date or, in the case of any Par Call Notes, to the First Par Call Notes Redemption Date that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Notes and of a comparable maturity to the remaining term to the Maturity Date or, in the case of any Par Call Notes, to the First Par Call Notes Redemption Date;

"**Financial Adviser**" means an investment bank or financial institution of international standing selected by the Issuer;

"**First Par Call Notes Redemption Date**" means, in respect of any Par Call Notes, the first Optional Redemption Date on which the Notes may be redeemed at the Par Call Amount;

"**Gross Redemption Yield**" means, in respect of a security, the gross redemption yield for such security, expressed as a percentage and calculated by the Financial Adviser on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields page 4, Section One: Price/Yield Formulae Conventional Gilts (published 08/06/1998 and as amended, updated and supplemented from time to time) on a semi-annual compounding basis (converted (in the case of Notes with annual Interest Payment Dates) to an annualised yield or (in the case of Notes which do not have annual or semi-annual Interest Payment Dates) to a yield on such basis as shall be equivalent to the frequency of interest payments on the Notes (as determined by the Financial Adviser) and rounded up (if necessary) to four decimal places) or on such other basis as the Issuer may approve or, if such formula does not reflect generally accepted market practice at the time of redemption, a gross redemption yield calculated in accordance with generally accepted market practice at such time as determined by the Financial Adviser;

"**Par Call Notes**" means any Notes in respect of which: (i) Issuer Call is specified as being applicable in the applicable Final Terms; and (ii) any Optional Redemption Amount is specified as being an amount per Calculation Amount equal to the Calculation Amount (such Optional Redemption Amount, the "**Par Call Amount**");

"**Par Call Notes Redemption Date**" means an Optional Redemption Date on which the Notes may be redeemed at the Par Call Amount;

"**Redemption Margin**" shall be as set out in the applicable Final Terms;

"**Reference Bond**" shall be as set out in the applicable Final Terms or, if no such bond is set out or if such bond is no longer outstanding, shall be the FA Selected Bond;

"**Reference Bond Price**" means, with respect to any date of redemption, (A) the arithmetic average of the Reference Government Bond Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Bond Dealer Quotations, or (B) if the Financial Adviser obtains fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations;

"**Reference Bond Rate**" means, with respect to any date of redemption, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for such date of redemption;

"**Reference Date**" will be set out in the relevant notice of redemption;

"**Reference Government Bond Dealer**" means each of five banks selected by the Issuer (or the Financial Adviser on their behalf), or their affiliates, which are (A) primary government securities dealers, and their respective successors, or (B) market makers in pricing corporate bond issues;

"**Reference Government Bond Dealer Quotations**" means, with respect to each Reference Government Bond Dealer and any date for redemption, the arithmetic average, as determined by the Financial Adviser, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the applicable Final Terms on the Reference Date quoted in writing to the Financial Adviser by such Reference Government Bond Dealer; and

"**Remaining Term Interest**" means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term to the Maturity Date or, in the case of any Par Call Notes, the First Par Call Notes Redemption Date determined on the basis of the rate of interest applicable to such Note from and including the date on which such Note is to be redeemed by the Issuer pursuant to this Condition.

All notifications, opinions, determinations, certifications, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Financial Adviser, shall (in the absence of negligence, wilful default or bad faith) be binding on the Issuer, the Agent, the Paying Agents, (in the case of VPS Notes) the VPS Agent and the VPS Trustee and all Noteholders and Couponholders.

In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will be selected:

(i) individually by lot, in the case of Redeemed Notes represented by definitive Notes;

(ii) in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) in the case of Redeemed Notes represented by a global Note;

(iii) in accordance with the rules of Euroclear Sweden in the case of Redeemed Notes which are Swedish Registered Notes; and

(iv) in accordance with the standard procedures of Euronext VPS, in the case of Redeemed Notes which are VPS Notes,

in each case not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**").

In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 13 not less than 15 days prior to the date fixed for redemption. No exchange of the relevant global Note will be

permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this Condition 6(c) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 13 at least 5 days prior to the Selection Date.

(d) Redemption at the Option of the Noteholders ("Investor Put")

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 13 not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms, the Issuer will, upon the expiry of such notice, redeem, in whole (but not in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding or, in the case of Swedish Registered Notes, and including) the Optional Redemption Date.

In the case of Notes other than VPS Notes, to exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form, deliver such Note at the specified office of any Paying Agent (or, in the case of Swedish Registered Notes, the Issuing Agent) at any time during normal business hours of such Paying Agent (or, in the case of Swedish Registered Notes, the Issuing Agent) falling within the notice period, accompanied by a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (or the Issuing Agent) (a "**Put Notice**") and in which the holder must specify a bank account to which payment is to be made under this Condition.

If this Note is represented by a global Note, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear, Clearstream, Luxembourg or any common depositary for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

In the case of Swedish Registered Notes, a Put Notice will not be effective against the Issuer before the date on which the relevant Swedish Registered Notes have been transferred to the account designated by the Issuing Agent and blocked for further transfer until the Optional Redemption Date by said Issuing Agent.

In the case of VPS Notes, to exercise the right to require redemption or purchase of this Note, the holder of this Note must, within the notice period, give notice to the VPS Agent of such exercise in accordance with the standard procedures of Euronext VPS, from time to time.

Any Put Notice or other notice given in accordance with the standard procedures of Euronext VPS given by a holder of any Note pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Note forthwith due and payable pursuant to Condition 9. In the case of Swedish Registered Notes, the right to require redemption of such Notes in accordance with this Condition 6(d) must be exercised in accordance with the rules and procedures of Euroclear Sweden and if there is any inconsistency between the foregoing and the rules and procedures of Euroclear Sweden, the rules and procedures of Euroclear Sweden shall prevail.

(e) Redemption at the option of the Noteholders ("Change of Control Put")

(1) A "**Put Event**" will be deemed to occur if:

(i) any person or any persons acting in concert (as defined in the United Kingdom's City Code on Takeovers and Mergers in force on the date of the applicable Final Terms) or any person or persons acting on behalf of such person(s) (the "**Relevant Person**") at any time directly or indirectly own(s) or acquire(s): (A) more than 50 per cent. of the issued or allotted ordinary share capital of the Issuer or (B) such number of shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights attached to the issued or allotted share capital of the Issuer that are normally exercisable at a general meeting of the Issuer (each, a "**Change of Control**"), provided that a Change of Control shall be deemed not to have occurred if all or substantially all of the shareholders of the Relevant Person are, or immediately prior to the event which would otherwise have constituted a Change of Control were, the shareholders of the Issuer with the same (or substantially the same) pro rata interest in the share capital of the Relevant Person as such shareholders have, or as the case may be, had in the share capital of the Issuer; and

(ii) on the date (the "**Relevant Announcement Date**") that is the earlier of (x) the date of the first public announcement of the relevant Change of Control; and (y) the date of the earliest Relevant Potential Change of Control Announcement (if any), the Notes carry from either of Moody's Investor Services Limited ("**Moody's**") and/or Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. ("**S&P**") and/or any of their respective successors or any other rating agency (each a "**Substitute Rating Agency**") of equivalent international standing specified by the Issuer (each, a "**rating agency**"),

(A) an investment grade credit rating (Baa3/BBB-, or equivalent, or better), and such rating from any rating agency is within the Change of Control Period either downgraded to a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to investment grade credit ratings by such rating agency; or

(B) a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse), and such rating from any rating agency is within the Change of Control Period either downgraded by one or more notches (for illustration, Ba1/BB+ to Ba2/BB being one notch) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to its earlier credit rating or better by such rating agency; or

(C) no credit rating, and no credit rating from another rating agency and no rating agency assigns within the Change of Control Period an investment grade credit rating to the Notes,

provided that if on the Relevant Announcement Date the Notes carry a credit rating from more than one rating agency, at least one of which is investment grade, then sub-paragraph (A) will apply; and

(iii) in making the relevant decision(s) referred to above, each relevant rating agency announces publicly or confirms in writing to the Issuer that such decision(s) resulted,

in whole or in part, from the occurrence of the Change of Control or the Relevant Potential Change of Control Announcement. Upon receipt by the Issuer of any such written confirmation, the Issuer shall forthwith give notice of such written confirmation to the Noteholders in accordance with Condition 13.

If the rating designations employed by either of Moody's or S&P are changed from those which are described in paragraph (ii) of the definition of "Put Event" above, or if a rating is procured from a Substitute Rating Agency, the Issuer shall determine the rating designations of Moody's or S&P or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's or S&P and this Condition 6(e) shall be read accordingly.

(2) If a Put Event occurs, each Noteholder shall have the option to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) such Note on the Put Date (as defined below) at the Optional Redemption Amount. Such option shall operate as set out below.

(3) Promptly upon the Issuer becoming aware that a Put Event has occurred the Issuer shall give notice (a "**Put Event Notice**") to the Noteholders in accordance with Condition 13 specifying the nature of the Put Event and the procedure for exercising the option contained in this Condition 6(e).

(4) In the case of Notes other than VPS Notes, to exercise the option to require the redemption or purchase of a Note under this Condition 6(e) the Noteholder must, if this Note is in definitive form, deliver such Note, at the specified office of any Paying Agent (or, in the case of Swedish Registered Notes, the Issuing Agent), at any time during normal business hours of the relevant Paying Agent (or, in the case of Swedish Registered Notes, the Issuing Agent) falling within the period (the "**Put Period**") of 45 days after a Put Event Notice is given, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (or, in the case of Swedish Registered Notes, the Issuing Agent) (a "**Change of Control Put Notice**"). The Note should be delivered together with all Coupons appertaining thereto, failing which the relevant Paying Agent will require payment of an amount equal to the face value of any missing such Coupon. Any amount so paid will be reimbursed to the Noteholder against presentation and surrender of the relevant missing Coupon (or any replacement therefor issued pursuant to Condition 10) at any time after such payment, but before the expiry of the period of five years from the Relevant Date (as defined in Condition 7) in respect of such Coupon, but not thereafter. The Paying Agent to which such Note and Change of Control Put Notice are delivered will issue to the Noteholder concerned a non-transferable receipt in respect of the Note so delivered. Payment in respect of any Note so delivered will be made either (i) on the date which is seven days after the expiration of the Put Period (the "**Put Date**") by transfer to the bank account (if any) specified in the relevant Change of Control Put Notice; or (ii) if no such bank account is so specified, on or after the Put Date against presentation and surrender or (as the case may be) endorsement of such receipt at the specified office of any Paying Agent. A Change of Control Put Notice, once given, shall be irrevocable. For the purposes of these Conditions, pending redemption or purchase of the relevant Notes non-transferable receipts issued pursuant to this Condition 6(e) shall be treated as if they were Notes. The Issuer shall redeem or, at its option, purchase (or procure the purchase of) the relevant Notes on the Put Date unless previously redeemed and cancelled or purchased.

If this Note is represented by a global Note, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear,

Clearstream, Luxembourg or any common depositary for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

In the case of Swedish Registered Notes, a Change of Control Put Notice will not be effective against the Issuer before the date on which the relevant Swedish Registered Notes have been transferred to the account designated by the Issuing Agent and blocked for further transfer until the Put Date by said Issuing Agent. The right to require redemption of any Swedish Registered Notes pursuant to this Condition 6(e) must be exercised in accordance with the rules and procedures of Euroclear Sweden and, if there is any inconsistency between the foregoing and the rules and procedures of Euroclear Sweden, the rules and procedures of Euroclear Sweden shall prevail.

In the case of VPS Notes, to exercise the right to require redemption or purchase of this Note, the holder of this Note must, within the notice period, give notice to the VPS Agent of such exercise in accordance with the standard procedures of Euronext VPS, from time to time and such notice, once given, shall be irrevocable.

If 75 per cent. or more in nominal amount of the Notes then outstanding have been redeemed or purchased pursuant to this Condition 6(e), the Issuer may, on not less than 30 or more than 60 days' notice to the Noteholders given within 30 days after the Put Date, redeem, at its option, the remaining Notes as a whole at the Optional Redemption Amount.

(5) In these Conditions:

"**Change of Control Period**" means the period commencing on the Relevant Announcement Date and ending 90 days after the Change of Control (or such longer period during which the Notes are under consideration (such consideration having been announced publicly within the period ending 90 days after the Change of Control) for rating review or, as the case may be, rating by a rating agency, such period not to exceed 60 days after the public announcement of such consideration); and

"**Relevant Potential Change of Control Announcement**" means any public announcement or statement by the Issuer, any actual or potential bidder or any adviser thereto relating to any potential Change of Control where within 180 days following the date of such announcement or statement, a Change of Control occurs.

(f) Clean-up call ("Issuer Residual Call")

If Issuer Residual Call is specified as being applicable in the applicable Final Terms and if at any time after the Issue Date 75 per cent. or more of the aggregate nominal amount of the Notes originally issued (and, for these purposes, any further securities issued pursuant to Condition 15 so as to be consolidated and form a single series with the Notes will be deemed to have been originally issued) has been redeemed (other than Notes redeemed at the Sterling Make-Whole Redemption Amount or the Non-Sterling Make-Whole Redemption Amount, as the case may be) or purchased by the Issuer or any of its Subsidiaries and cancelled pursuant to these Conditions, the Issuer may, at its option, having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 13 (which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Notes then outstanding at any time at the Residual Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding or, in the case of Swedish Registered Notes, and including) the relevant date of redemption.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Agent (in the case of Notes other than Swedish Registered Notes or VPS Notes), Euroclear Sweden (in the case of Swedish Registered Notes) or the VPS Trustee (in the case of VPS Notes) to make available at its specified office to the Noteholders (i) a certificate signed by two authorised officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred.

(g) Early Redemption Amounts

For the purpose of Condition 6(b) above and Condition 9, the Notes will be redeemed at the Early Redemption Amount calculated as follows:

(i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;

(ii) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount specified in the applicable Final Terms or, if no such amount or manner is so specified in the Final Terms, at their nominal amount; or

(iii) in the case of Zero Coupon Notes, at its Early Redemption Amount calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^{y}$$

where:

"RP" means the Reference Price;

"AY" means the Accrual Yield expressed as a decimal; and

"y" is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including or, in the case of Swedish Registered Notes, but excluding) the Issue Date of the first Tranche of the Notes to (but excluding or, in the case of Swedish Registered Notes, and including) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

(h) Purchases

The Issuer or any of its Subsidiaries may at any time purchase Notes (provided that, in the case of definitive Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued (in

the case of Notes other than VPS Notes), resold (in the case of Notes other than VPS Notes) or, at the option of the Issuer:

(i) in the case of Notes other than Swedish Registered Notes or VPS Notes, surrendered to any Paying Agent for cancellation; or

(ii) in the case of VPS Notes, cancelled by deletion from the records of Euronext VPS.

Any Swedish Registered Notes purchased may be held, resold or cancelled.

"**Subsidiary**" means any entity which is a subsidiary within the meaning of the Swedish Companies Act (1975).

(i) Cancellation

All Notes which are redeemed will, subject to Condition 6(h) above, forthwith be cancelled (together with all unmatured Coupons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 6(h) above (together with all unmatured Coupons cancelled therewith):

(i) in the case of Notes other than Swedish Registered Notes or VPS Notes, shall be forwarded to the Agent;

(ii) in the case of Swedish Registered Notes, shall be forwarded to the relevant Issuing Agent (as defined in Condition 11(b)); or

(iii) in the case of VPS Notes, shall be deleted from the records of Euronext VPS,

and, in any case, cannot be reissued or resold.

(j) Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Conditions 6(a), 6(b), 6(c), 6(d), 6(e) or 6(f) above or upon its becoming due and repayable as provided in Condition 9 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 6(g)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which, in respect of Notes other than Swedish Registered Notes, is the earlier of:

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

(ii) five days after the date on which the full amount of the moneys payable has been received by the Agent (in the case of Notes other than Swedish Registered Notes or VPS Notes) or the VPS Agent (in the case of VPS Notes) and notice to that effect has been given to the Noteholders in accordance with Condition 13.

In such event in respect of Swedish Registered Notes, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 6(g)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date the holders of the Swedish Registered Notes receive the full amount of such payment.

7. Taxation

(a) Gross up

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

(i) presented for payment by or on behalf of a Noteholder or Couponholder who is liable for such taxes or duties in respect of such Note or Coupon by reason of their having some connection with Sweden other than the mere holding of such Note or Coupon; or

(ii) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Date (as defined, for Notes other than Swedish Registered Notes, in Condition 5(c) and as defined, for Swedish Registered Notes, in Condition 5(d)).

As used herein, the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent (in the case of Notes other than Swedish Registered Notes or VPS Notes), the holders of the Swedish Registered Notes (in the case of Swedish Registered Notes) or the VPS Agent (in the case of VPS Notes) on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 13.

(b) FATCA Withholding

Notwithstanding any other provision of these Conditions, any amounts to be paid on the Notes by or on behalf of the Issuer, will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Internal Revenue Code, or otherwise imposed pursuant to Sections 1471 through 1474 of the Internal Revenue Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

8. Prescription

The Notes and Coupons will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 7) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 5(b) or any Talon which would be void pursuant to Condition 5(b).

In the case of Swedish Registered Notes, claims against the Issuer for the payment of principal and interest payable in respect of the Swedish Registered Notes shall be void unless made within 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date therefor and thereafter any principal or interest payable in respect of such Swedish Registered Notes shall be forfeited and revert to the Issuer.

9. Events of Default

If any one or more of the following events (each an "**Event of Default**") shall occur:

(i) if default is made for a period of 14 days or more in the payment of any interest or principal due in respect of the Notes; or

(ii) if there is a failure in the performance of any obligation under the Notes other than an obligation to make payment of principal or interest which continues for more than 30 days after written notification requiring such failure to be remedied shall have been given to the Issuer by a Noteholder or (in the case of VPS Notes only) the VPS Trustee; or

(iii) if except for the purpose of a reconstruction or an amalgamation upon which the continuing corporation effectively assumes the entire assets and liabilities of the Issuer or the terms of which have previously been approved by an Extraordinary Resolution of the Noteholders or, in the case of VPS Notes only, by a majority of two-thirds of votes at a meeting of Noteholders duly convened and held in accordance with the provisions of the VPS Trustee Agreement:

(a) an order is made (and not discharged or stayed within a period of 60 days) or an effective resolution is passed for winding-up the Issuer; or

(b) the Issuer ceases to carry on business; or

(iv) if an administrative or other receiver is appointed of the whole or substantially the whole of the assets of the Issuer and is not removed, paid out or discharged within 60 days or, following such 60 day period, the appointment is not being disputed in good faith; or

(v) if the Issuer is unable to pay its debts generally or makes a general assignment for the benefit of its creditors; or

(vi) (A) if any Indebtedness for Borrowed Money (as defined below) of the Issuer, amounting in aggregate to not less than €50,000,000 or its equivalent in other currencies, becomes due and repayable prematurely by reason of an event of default (however described) and remains unpaid; or

(B) if default is made by the Issuer in making any payment due, amounting in aggregate to not less than €50,000,000 or its equivalent in other currencies, in respect of Indebtedness for Borrowed Money on the due date for that payment (as extended by any applicable grace period),

where the failure to pay is not being contested in good faith and continues unremedied for more than 14 days after written notification requesting such failure to be remedied shall have been given to the Issuer by a Noteholder or (in the case of VPS Notes only) the VPS Trustee,

then (in the case of Notes other than VPS Notes) any Noteholder or (in the case of VPS Notes only) the VPS Trustee may, by written notice to the Issuer at the specified office of the Agent (in the case of Notes other than Swedish Registered Notes or VPS Notes), the relevant Issuing Agent (in the case of Swedish Registered Notes only) or the VPS Agent and the VPS Trustee (in the case of VPS Notes only), effective upon the date of receipt thereof by the Agent (in the case of Notes other than Swedish Registered Notes or VPS Notes), the relevant Issuing Agent (in the case of Swedish Registered Notes only) or the VPS Agent and the VPS Trustee (in the case of VPS Notes only), declare the Note held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 6(g)), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

No holder of VPS Notes shall be entitled to proceed directly against the Issuer unless the VPS Trustee, having become bound so to proceed, (i) fails so to do within a reasonable period or (ii) is unable for any reason so to do, and the failure or inability shall be continuing.

"**Indebtedness for Borrowed Money**" means any present or future indebtedness (whether being principal, premium, interest or other amounts) for or in respect of (i) money borrowed, (ii) liabilities under or in respect of any acceptance or acceptance credit or (iii) any notes, bonds, debentures, debenture stock, loan stock or other securities offered, issued or distributed whether by way of public offer, private placing, acquisition consideration or otherwise and whether issued for cash or in whole or in part for a consideration other than cash.

In the case of Swedish Registered Notes, the date of repayment will be such later date on which the relevant Notes have been transferred to the account designated by the relevant Issuing Agent and blocked for further transfer by said Issuing Agent.

10. Replacement of Notes Coupons and Talons

This Condition 10 only applies to Notes other than Swedish Registered Notes and VPS Notes.

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 (or at the office of any Paying Agent) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

11. Agent, Paying Agents, VPS Agent and VPS Trustee

(a) Notes other than Swedish Registered Notes

The following shall apply only to Notes other than Swedish Registered Notes.

The names of the initial Agent, the other initial Paying Agent and the initial VPS Agent and their initial specified offices are set out below.

If any additional Paying Agents are or an alternative VPS Agent is appointed in connection with any Series, the names of such Paying Agents or VPS Agent will be specified in Part B of the applicable Final Terms.

The Issuer is entitled to vary or terminate the appointment of any Paying Agent and/or the VPS Agent and/or appoint additional or other Paying Agents or VPS Agents and/or approve any change in the specified office through which any Paying Agent or VPS Agent acts, provided that:

(i) there will at all times be an Agent;

(ii) so long as the Notes are listed on any stock exchange, there will at all times be a Paying Agent with a specified office outside Sweden in such place as may be required by the rules and regulations of the relevant stock exchange (or any other relevant authority); and

(iii) in the case of VPS Notes, there will always be a VPS Agent authorised to act as an account operating institution with Euronext VPS.

In addition, in the case of Notes other than VPS Notes, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 5(b). Notice of any variation, termination, appointment or change in Paying Agents or VPS Agent(s) will be given to the Noteholders promptly by the Issuer in accordance with Condition 13.

(b) Swedish Registered Notes

The following shall apply only to Swedish Registered Notes.

In relation to Swedish Registered Notes, the Issuer will, in accordance with the Swedish Financial Instrument Accounts Act (SFS 1998:1479), appoint (i) Euroclear Sweden as the central securities depository, and (ii) an issuing agent (the "**Issuing Agent**"). The Issuing Agent will be specified in the relevant Final Terms.

The Issuer is entitled to vary or terminate the appointment of Euroclear Sweden or the Issuing Agent, provided that the Issuer will appoint another central securities depository or Issuing Agent, each of them to be duly authorised under the Swedish Financial Instrument Accounts Act (SFS 1998:1479). The central securities depository and the Issuing Agent act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders.

(c) VPS Trustee

The VPS Trustee Agreement contains provisions for the indemnification of the VPS Trustee and for its relief from responsibility and liability, including provisions relieving it from taking action unless indemnified and/or secured to its satisfaction. Holders of VPS Notes are deemed to have accepted and will be bound by these Conditions and the terms of the VPS Trustee Agreement.

12. Exchange of Talons

This Condition 12 only applies to Notes other than Swedish Registered Notes and VPS Notes.

On and after the Interest Payment Date, as appropriate, on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 8.

13. Notices

(a) Notes other than Swedish Registered Notes and VPS Notes

This Condition 13(a) only applies to Notes other than Swedish Registered Notes and VPS Notes.

All notices regarding the Notes shall be published (i) in a leading English language daily newspaper of general circulation in London and (ii) if and for so long as the Notes are admitted to trading on the Luxembourg Stock Exchange's regulated market, and listed on the Official List of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, a daily newspaper of general circulation in Luxembourg and/or the Luxembourg Stock Exchange's website, *www.luxse.com*. It is expected that any such publication in a newspaper will be made in the *Financial Times* or any other daily newspaper in London and the *Luxemburger Wort* in Luxembourg. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any other stock exchange (or any other relevant authority) on which the Notes are for the time being listed. 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 each such newspaper or where published in such newspapers on different dates, the last date of such first publication.

Until such time as any definitive Notes are issued, there may (provided that, in the case of Notes listed on stock exchanges, the rules of such stock exchanges (or any other relevant authority) permit), so long as the global Note(s) is or are held in its/their entirety on behalf of Euroclear and Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) or such websites the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition the Issuer shall ensure that notices are duly published in a manner which complies with the rules and regulations of any other stock exchange (or any other relevant authority) on which the Notes are for the time being listed. Any such notice shall be deemed to have been given to the holders of the Notes on such day as is specified in the applicable Final Terms after the day on which the said notice was given to Euroclear and Clearstream, Luxembourg.

Notices to be given by any holder of Notes shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a global Note, such notice may be given by any holder of a Note to the Agent via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

(b) Swedish Registered Notes

This Condition 13(b) only applies to Swedish Registered Notes.

All notices to holders of Swedish Registered Notes will be valid if mailed to their registered addresses appearing on the register of Euroclear Sweden. Any such notice shall be deemed to

have been given on the fourth day after the day on which it is mailed. No Swedish Registered Notes shall be listed on the Luxembourg Stock Exchange.

Notices to be given by any holder of Swedish Registered Notes shall be in writing and lodged with the relevant Issuing Agent.

(c) VPS Notes

This Condition 13(c) only applies to VPS Notes.

All notices regarding the VPS Notes will be deemed to be validly given if published in accordance with the procedures of Euronext VPS.

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

Any such notice will be deemed to have been given to the holders of the VPS Notes on the date it is published in accordance with the procedures of Euronext VPS.

Notices to be given by any holder of VPS Notes may be given by such holder through Euronext VPS in such manner as the VPS Trustee and Euronext VPS may approve for this purpose.

14. Meetings of Noteholders, Modification and Waiver

(a) Notes other than Swedish Registered Notes and VPS Notes

This Condition 14(a) only applies to Notes other than Swedish Registered Notes and VPS Notes.

The Agency Agreement contains provisions for convening meetings (including by way of conference call or by use of a video conference platform) of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or Noteholders holding not less than 5 per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, or Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, or Coupons), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Couponholders.

The Agency Agreement provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Agency Agreement by a majority of at least 75 per cent. of the votes cast, (ii) a resolution in writing signed by or on behalf of the Noteholders representing 75

per cent. or more in nominal amount of the Notes for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Agent) by or on behalf of the Noteholders representing 75 per cent. or more in nominal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders.

The Agent and the Issuer may agree, without the consent of the Noteholders or Couponholders, to:

(i) any modification (except such modifications in respect of which an increased quorum is required as mentioned above) of the Notes, the Coupons or the Agency Agreement which is not, in the reasonable opinion of the Issuer, acting in good faith and a commercially reasonable manner, materially prejudicial to the interests of the Noteholders; or

(ii) any modification of the Notes, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated.

In addition, the Agent shall be obliged to use its reasonable endeavours to implement any Benchmark Amendments in the circumstances and as otherwise set out in Condition 4(b)(ii)(D) or, as the case may be, any Benchmark Replacement Conforming Changes in the circumstances and as otherwise set out in Condition 4(b)(ii)(E) without the consent of the Noteholders or Couponholders.

Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter.

(b) Swedish Registered Notes

This Condition 14(b) only applies to Swedish Registered Notes.

Euroclear Sweden and the Issuer may agree, without the consent of the Noteholders, to:

(i) any modification of the Swedish Registered Notes which is not prejudicial to the interests of the Noteholders; or

(ii) any modification of the Swedish Registered Notes which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated.

Any such modification shall be binding on the Noteholders and any such modification shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter.

(c) VPS Notes

This Condition 14(c) only applies to VPS Notes.

The VPS Trustee Agreement contains provisions for convening meetings of holders of VPS Notes. Such a meeting may be convened by the Issuer or the VPS Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than 10 per cent. of the Voting VPS Notes. The quorum at any such meeting for passing a resolution is one or more

persons holding at least half of the Voting VPS Notes (as defined below) or, at any adjourned meeting, one or more such person being or representing holders of Voting VPS Notes whatever the nominal amount of the Notes so held or represented; except that at any meeting the business of which includes the modification of certain provisions of the Notes (including modifying the date of maturity of the Notes or any date for payment of interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes), the quorum shall be one or more such persons holding or representing not less than two-thirds of the Voting VPS Notes, or at any adjourned such meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented. A resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting.

For the purpose of this Condition 14(c), "**Voting VPS Notes**" means the aggregate nominal amount of the total number of VPS Notes not redeemed or otherwise deregistered in Euronext VPS *less* VPS Notes purchased beneficially by the Issuer, any party who has decisive influence over the Issuer or any party over whom the Issuer has decisive influence.

For these purposes, "**decisive influence**" means a person having, as a result of an agreement or through the ownership of shares or interests in another person (directly or indirectly):

(a) a majority of the voting rights in that other person; or

(b) a right to elect or remove a majority of the members of the board of directors of that other person.

The VPS Trustee and the Issuer may agree without the consent of any of the Noteholders, to any modification of the VPS Notes, the VPS Agency Agreement or the VPS Trustee Agreement which, in the opinion of the VPS Trustee, is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law.

In addition, the VPS Trustee shall be obliged to use its reasonable endeavours to implement any Benchmark Amendments in the circumstances and as otherwise set out in Condition 4(b)(ii)(D) or, as the case may be, any Benchmark Replacement Conforming Changes in the circumstances and as otherwise set out in Condition 4(b)(ii)(E) without the consent of the Noteholders.

Any such modification shall be binding on the Noteholders and any such modification shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter.

15. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Noteholders or Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

16. Substitution

In the case of Notes other than Swedish Registered Notes and VPS Notes, the Issuer, or any previously substituted company, may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes and the Coupons such company (the "**Substitute**") in the manner specified in the Agency Agreement, provided that no payment in respect of the Notes or the Coupons is at the relevant time overdue. Such

substitution shall be made by a deed poll (the "**Deed Poll**"), to be substantially in the form exhibited to the Agency Agreement, and may take place only if:

(i) the Substitute shall, by means of the Deed Poll, agree to indemnify each Noteholder and Couponholder against any tax, duty, assessment or governmental charge which is imposed on it by (or by any authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and/or, if different, of its incorporation with respect to any Note or Coupon and which would not have been so imposed had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution;

(ii) in the event that all the assets and liabilities of Telia Company AB (publ) are not assumed by the Substitute, the obligations of the Substitute under the Deed Poll, the Notes and the Coupons shall be unconditionally and irrevocably guaranteed by Telia Company AB (publ) by means of the Deed Poll;

(iii) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll, the Notes and Coupons represent valid, legally binding and enforceable obligations of the Substitute and if applicable, of Telia Company AB (publ) have been taken, fulfilled and done and are in full force and effect;

(iv) the Substitute shall have become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it;

(v) each stock exchange which has the Notes listed thereon shall have confirmed that, following the proposed substitution of the Substitute, the Notes would continue to be listed on such stock exchange;

(vi) legal opinions addressed to the Noteholders shall have been delivered to them (care of the Agent) from a lawyer or firm of lawyers with a leading securities practice in each jurisdiction referred to in (i) above and in England as to the fulfilment of the preceding conditions of this Condition 16 and the other matters specified in the Deed Poll; and

(vii) the Issuer shall have given at least 14 days' prior notice of such substitution to the Noteholders, stating that copies, or, pending execution, the agreed text, of all documents in relation to the substitution which are referred to above, or which might otherwise reasonably be regarded as material to Noteholders, will be available for inspection at the specified office of each of the Paying Agents. References in Condition 9 to obligations under the Notes shall be deemed to include obligations under the Deed Poll, and the events listed in Condition 9, shall be deemed to include that guarantee not being (or being claimed by the guarantor not to be) in full force and effect and the provisions of Condition 9(iii) to Condition 9(vi) inclusive shall be deemed to apply in addition to the guarantor in the event that a guarantee is required in terms of (ii) above.

In the case of Swedish Registered Notes, any substitution provisions will be set out in the applicable Final Terms.

In the case of VPS Notes, the substitution provisions will be set out in the VPS Trustee Agreement.

17. Rights of Third Parties

The Notes confer no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18. Governing Law and Submission to Jurisdiction

The Agency Agreement, the Notes (other than (i) Swedish Registered Notes and (ii) in respect of any VPS Notes, the registration of such VPS Notes in Euronext VPS) and the Coupons and any non-contractual obligations arising out of or in connection with the Agency Agreement, the Notes (other than (i) Swedish Registered Notes and (ii) in respect of any VPS Notes, the registration of such VPS Notes in Euronext VPS) and the Coupons are governed by, and shall be construed in accordance with, English law. The registration of VPS Notes in Euronext VPS, the VPS Agency Agreement and the VPS Trustee Agreement shall be governed by, and construed in accordance with, Norwegian law.

Swedish Registered Notes and any non-contractual obligations arising out of or in connection with the Swedish Registered Notes are governed by, and shall be construed in accordance with, Swedish law.

The Issuer agrees, for the exclusive benefit of the Paying Agents, (in the case of VPS Notes) the VPS Agent and the VPS Trustee, the Noteholders (other than the holders of Swedish Registered Notes), and the Couponholders that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Agency Agreement, the Notes (other than Swedish Registered Notes and the registration of VPS Notes in Euronext VPS), the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Agency Agreement, the Notes (other than Swedish Registered Notes and the registration of VPS Notes in Euronext VPS) and/or the Coupons), and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Agency Agreement, the Notes (other than Swedish Registered Notes and the registration of VPS Notes in Euronext VPS) and the Coupons (including any Proceedings relating to any non-contractual obligations arising out of or in connection with the Agency Agreement, the Notes (other than Swedish Registered Notes and the registration of VPS Notes in Euronext VPS) and the Coupons) may be brought in such courts.

The Issuer agrees, for the exclusive benefit of the Paying Agents, the VPS Agent, the VPS Trustee and the holders of VPS Notes that the courts of Norway are to have jurisdiction to settle any disputes which may arise out of or in connection with the VPS Agency Agreement, the VPS Trustee Agreement and the registration of VPS Notes in Euronext VPS (including a dispute relating to any non-contractual obligations arising out of or in connection with the VPS Agency Agreement, the VPS Trustee Agreement and/or the registration of VPS Notes in Euronext VPS), and that accordingly any Proceedings arising out of or in connection with the VPS Agency Agreement, the VPS Trustee Agreement and/or the registration of VPS Notes in Euronext VPS (including any Proceedings relating to any non-contractual obligations arising out of or in connection with the VPS Agency Agreement, the VPS Trustee Agreement and/or the registration of VPS Notes in Euronext VPS) may be brought in such courts.

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

To the extent permitted by law, nothing contained in this Condition shall limit any right to take: (i) Proceedings against the Issuer in any other court, provided that court would be competent to hear the Proceedings pursuant to Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast), or the 2007 Lugano Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters; and (ii) concurrent Proceedings in any number of jurisdictions identified in this Condition 18 that are competent to hear those proceedings.

The Issuer appoints Business Sweden – The Swedish Trade and Invest Council at its office at 5 Upper Montagu Street, London W1H 2AG as its agent for service of process in England, and undertakes that, in the event of Business Sweden – The Swedish Trade and Invest Council ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings.

The Issuer appoints Telia Norge AS at its office at Lørenfaret 1A, 0585 Oslo, Norway as its agent for service of process in Norway, and undertakes that, in the event of Telia Norge AS ceasing so to act or ceasing to be registered in Norway, it will appoint another person as its agent for service of process in Norway in respect of any Proceedings.

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

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes or as may otherwise be disclosed in the Final Terms.

TELIA COMPANY AB (PUBL)

As described in "Presentation of financial and other information" above, the financial information of the Issuer as at and for the year ended 31 December 2024 that is included in this section "Telia Company AB (publ)" has been restated to reflect the classification of the Issuer's TV and Media business as held for sale and discontinued operations, as further described in the Audited Financial Statements 2025. Please refer to "Presentation of financial and other information" above for further information.

Overview

The Issuer's legal and commercial name is Telia Company AB (publ) ("**Telia**"), as adopted at its Annual General Meeting on 12 April 2016. The Issuer's previous legal and commercial name was TeliaSonera AB (publ) ("**TeliaSonera**"). The Issuer was incorporated in and under the laws of Sweden on 24 January 1966 and operates as a public limited liability company, registered under the laws of Sweden with registration number 556103-4249. The Issuer's address is Stjärntorget 1, 169 94 Solna, Sweden with telephone number +46 8 504 55000. The Issuer's website is https://www.teliacompany.com/en.

TeliaSonera was created as a result of Telia AB acquiring Sonera Corporation in December 2002 (the "**Merger**"). The Merger brought together two of the leading telecommunications companies in the Nordic region to form the leading telecommunications group in the Nordic and Baltic region.[1] Telia was previously a leading provider of mobile services in Eurasia, including holdings in one of the leading mobile operators in Turkey. In October 2017, Telia's business in Russia was disposed of and in October 2020 Telia disposed of its remaining holdings in Turkcell.

In October 2020, Telia also reached an agreement to divest its Telia Carrier business to Polhem Infra at a value of SEK 9,450 million on a cash and debt free basis. The transaction was completed in June 2021.

In June 2021, Telia signed an agreement to dispose of 49 per cent. of the tower businesses (i.e. the mobile mast and tower infrastructure and thereto related business) in Finland and Norway to Brookfield and Alecta, at a price corresponding to an enterprise value for 100 per cent. of EUR 1,524 million on a cash and debt free basis. The transaction was closed in the fourth quarter of 2021.

In January 2022, Telia signed an agreement to divest a 49 per cent. stake of the Swedish tower business to Brookfield and Alecta. The transaction price corresponds to an enterprise value for 100 per cent. of SEK 11,224 million on a cash and debt free basis. The transaction was closed in the second quarter of 2022.

In April 2023, Telia signed a binding term sheet agreement upon the key terms on which to sell 100 per cent. of its Danish operations and network assets to Norlys a.m.b.a., at an expected enterprise value of DKK 6.25 billion. The sale was completed on 2 April 2024, at an enterprise value of DKK 6.25 billion, on a cash and debt-free basis.

In February 2025 Telia signed an agreement to divest its TV & Media unit to Schibsted Media at an enterprise value of SEK 6.55 billion on a cash and debt-free basis. The transaction was completed on 1 July 2025.

On 17 July 2025, Telia announced that it had signed a memorandum of understanding with the Republic of Latvia, Latvenergo AS and Latvia State Radio and Television Centre (LVRTC) to sell all of its shares

[1] Statements in this section relating to Telia's competitive position in the geographical markets in which it operates are based upon estimates by Telia with respect to number of subscriptions.

in fixed network operator Tet and mobile network operator Latvian Mobile Telephone (LMT). The parties aim to sign a final agreement by July 2026, with a closing of the transaction later in 2026.

On 18 July 2025, Telia announced a recommended public offer to the shareholders of Bredband2 AB (publ) ("**Bredband2**") to tender all shares, listed on Nasdaq First North Growth Market, at a price of SEK 3.25 in cash per share, corresponding to SEK 3.1 billion. On 17 October 2025, Telia announced an extension of the acceptance period for the recommended cash offer to the shareholders of Bredband2. On 22 December 2025, Telia announced that it had received all necessary approvals from the relevant authorities for the offer. On 2 February 2026, Telia announced (i) that it had completed the offer to the shareholders of Bredband2, becoming the owner of 96.70 per cent. of Bredband2's shares and (ii) a further extension of the acceptance period for shareholders of Bredband2. At the end of the acceptance period, on 13 February 2026, Telia controlled approximately 98.90 per cent. of the share capital and votes in Bredband2. Telia subsequently initiated compulsory redemption proceedings to acquire all remaining shares in Bredband2. The Bredband2 shares have been delisted from Nasdaq First North Growth Market and the last day of trading of the shares was on 23 February 2026.

On 2 February 2026, Telia announced that Telia Norway and Lyse, Norwegian energy and telecom group that owns the mobile operator ice, have agreed on the principles to create a 50/50-owned entity that combines Telia and ice's Norwegian mobile radio access networks ("**RANs**"). The jointly owned entity will own 100 per cent. of Telia Norway and ice's respective mobile RANs, including radio equipment and base stations, and it will sell RAN services to its owners based on capacity usage. The parties' spectrum assets will be made available to the jointly owned entity. The combined network is currently expected to be operational in the second quarter of 2026.

For the year ended 31 December 2025, revenue of Telia and its subsidiaries (together, the "**Group**") amounted to SEK 81.0 billion for continuing operations and the Group had 14,498 employees.

During 2025, the Group's operating income from continuing operations, amounted to SEK 10,426 million (compared to SEK 10,834 million in 2024). EBITDA decreased in 2025 to SEK 27,740 million (SEK 29,303 million in 2024). In 2025, free cash flow from continuing operations increased to SEK 9,282 million (SEK 3,414 million in 2024).

On 31 December 2025, the Group's net debt (interest-bearing liabilities less derivatives recognised as financial assets (and hedging long-term and short-term borrowings and related credit support annex (CSA)), less short-term investments, long-term bonds available for sale and cash/cash equivalents) was SEK 61,749 million (SEK 71,378 million in 2024).

In the table below, the calculation of percentages in the "Percentage (%) of total shares" column is based upon the total number of Telia shares (ISIN: SE0000667925) outstanding on 31 December 2025:

Shareholder	**Total number of shares**	**Percentage (%) of total number of shares**
Swedish State	1,614,513,748	41.1
BlackRock	175,547,785	4.5

Shareholder	Total number of shares	Percentage (%) of total number of shares
Vanguard	103,212,021	2.6
Handelsbanken	52,195,443	1.3
Folksam	48,426,666	1.2
Bank of Norway	45,364,010	1.2
Avanza	37,375,638	1.0
SEB	27,348,889	0.7
Dimensional Fund Advisors	27,292,544	0.7
Nordea	27,249,423	0.7
Other shareholders	1,763,079,897	44.9
Total shares outstanding	**3,932,109,286**	**100.0**

The shares of Telia are listed on Nasdaq Stockholm and Nasdaq Helsinki.

Purpose and Strategy

Purpose: Reinvent better connected living

In September 2024, Telia presented an updated strategy as well as financial mid-term ambitions for 2025-2027. Telia's purpose, "*We reinvent better connected living*" remains, and led by this purpose Telia aims to grow its business and deliver sustainable value creation to shareholders through the three clear priorities of simplify, innovate and grow:

- ***Simplify***: Telia aims to simplify its organisation, IT, networks and products, thereby reducing the need for unnecessary coordination, avoiding duplication of work, and increasing speed, precision and end-to end accountability. Ultimately, by localising as much as possible while retaining benefits of scale where it makes sense to do so, Telia will ensure that everything it does adds value for its customers and supports the performance of its core business;

- ***Grow and Innovate***: through providing seamless and personalised connectivity and consistent and profitable growth, Telia ensures it has the resources required to invest in innovation, its portfolio, its networks and its people, while returning value to its shareholders. Telia aims to achieve growth through increased personalisation and by realising more value from its network capabilities, by understanding its customers' needs and proactively developing new services to meet them, and by offering mission-critical services to public-sector customers; and

- ***Getting it Done***: in a highly competitive industry, standing still means going backwards. Therefore, Telia aims for excellence in all areas, and everything done should make a positive difference for customers and help Telia to reach its targets.

Through its strategy Telia targets loyal customers, engaged employees and satisfied shareholders and to help build an empowered society where the planet is preserved for generations to come.

Code of Responsible Business Conduct

In September 2016, Telia launched its new Code of Responsible Business Conduct (the "**Code**") that replaced the previous code of ethics and conduct.

The Code aims to raise awareness and engagement with regards to ethics, values, dilemmas, culture and leadership. The Code clearly reflects the expectations of employees and management as well as the consequences of non-compliance. Its 17 chapters reflect the Group's policies and instructions and

provide practical, instructional information on how to interpret the Code's requirements. In addition, it includes information about contact points for raising concerns and whistle-blowing through the externally available Speak-Up Line. The Code is available at http://dontdothisatwork.teliacompany.com/.

Capital management

Telia's capital structure and dividend policy is decided by its Board of Directors. Telia targets a leverage corresponding to Net debt/adjusted EBITDA in the range of 2.0-2.5x.

Telia intends to follow a progressive dividend policy, with a floor of SEK 2.00 per share and an ambition for low to mid-single digit percentage growth. There can, however, be no guarantee that Telia will be able to meet such targets.

Organisational structure

Telia's operations are focused on the Nordic and Baltic regions and connects businesses, individuals, families and communities via fixed and mobile communication solutions. Its services have a positive effect on social, economic and environmental development and pave the way for an inclusive society. Telia allows people to stay in touch wherever they are in the world.

Telia's largest businesses are mobile, fixed broadband and TV operations in the Nordics and Baltics. Following the acquisition of media company Bonnier Broadcasting in December 2019, a new segment – TV and Media – was created. In February 2025 an agreement to divest the TV and Media unit was signed and the transaction was completed on 1 July 2025.

During 2015, the Board of Directors announced the decision to gradually reduce Telia's presence in the Eurasia region, enabling Telia to fully focus on its core markets. Telia's organisational structure changed as of 1 January 2017, in order to enhance business focus and facilitate quicker decision making across the Group whilst ramping up execution across the Nordic and Baltic markets and at the same time maintaining focus on its responsible business agenda. Telia's businesses in the Eurasia region had been fully divested as of the date of this Prospectus.

Telia's organisational structure is country-based, comprising (at the end of 2025) of the operating segments Sweden, Finland, Norway, Estonia, Lithuania and Other operations.

Group functions

The Group functions assist the CEO in setting the framework for the activities of Telia in the countries in which it operates and provide the businesses in those countries with process development support and common platforms within areas such as communication, strategy, finance, procurement, human resources and corporate affairs, as well as Group-wide commercial and technology issues.

In 2025, Telia's total net sales amounted to SEK 81.0 billion for continuing operations.

The following table sets forth Telia's revenue by segment for the 12 months ended 31 December 2025:

Segment	***Revenue (SEK in millions)***
Sweden	36,082
Finland	14,956
Norway	13,455
Lithuania	5,644
Estonia	4,137
Other operations	6,707

Eliminations	-0
TOTAL	**80,982**

WHERE TELIA OPERATES

Telia stands firmly in the Nordics and Baltics.

Country	**Brands**
Sweden	Telia Halebop Fello
Finland	Telia
Norway	Telia OneCall MyCall Phonero
Estonia	Telia Diil
Latvia	Lmt Amigo
Lithuania	Telia Ezys

OWNERSHIP – SUBSIDIARIES

The table below shows, for each of the markets in which Telia has mobile operations, the main trademarks that Telia, via its subsidiaries, operates under, as well as the ownership and consolidated share percentage of each trademark.

Country	Main Trademarks	Ownership (%)[2]	Consolidated share (%)[3]
Sweden	Telia, Halebop	100.0	100.0
Finland	Telia	100.0	100.0
Norway	Telia, OneCall, MyCall, Phonero	100.0	100.0
Estonia	Telia, Diil	100.0	100.0
Latvia	Lmt, Amigo	60.3	60.3
Lithuania	Telia, Ezys	88.2	88.2

OWNERSHIP – ASSOCIATED COMPANIES

Country	Trademark	Ownership (%)[19]	Consolidated share (%)[20]
Latvia	Tet	49.0	49.0

Key regulation

European Union

As Member States of the European Union (the "**EU**"), Sweden, Finland, Lithuania, Latvia and Estonia are required to follow EU regulations and enact domestic legislation to give effect to EU directives. Norway is under some additional obligations as a party to the European Economic Area Agreement (the "**EEA Agreement**").

Directive (EU) 2018/1972 establishing the European Electronic Communications Code ("**EECC Directive**") was adopted in December 2018 and constitutes a central piece of telecom legislation for achieving Europe's Gigabit society. This overhaul of the regulatory framework for the European telecommunications industry covers rules ranging from allocation of spectrum licences, investment conditions for roll-out of very high-capacity networks and access to networks of dominant operators to detailed consumer protection rules for different electronic communications services. All EU Member States were required to fully transpose the EECC Directive into national law by 21 December 2020. As at the date of this Prospectus, all the Member States in which Telia operates have transposed the EECC Directive within the deadline. The EECC Directive was incorporated into the EEA Agreement by a joint committee decision which took effect on 1 February 2025, and implemented into Norwegian law on 1 January 2025 through the Electronic Communication Act 2024.

[2] Ownership is defined as direct and indirect ownership, i.e., effective ownership.
[3] Consolidated share includes commitments to acquire shares from holders of non-controlling interests.

In line with the EECC Directive, the European Commission has adopted measures to reinforce the existing objectives of competition and internal market, protect consumers and allow fair rates and varied offers for internet and telephone services. These measures include a new Delegated Regulation setting an EU-wide single maximum for voice termination rates that operators may charge one another for delivering fixed and mobile calls between their networks and an updated Recommendation on Relevant Markets (the "**Commission Recommendations**") updating the list of predefined markets which European National Regulatory Authorities ("**NRAs**"), are required to regularly review.

The Commission Recommendations define the two relevant markets (wholesale local access provided at a fixed location and wholesale dedicated capacity market) that the NRAs must analyse. NRAs can nevertheless also regulate markets that are not listed in the Commission Recommendations based on national circumstances. In such cases, the NRA has to prove that a market satisfies three criteria: (i) a market has no high and non-transitory barriers to entry, (ii) a market has a structure that does not tend towards effective competition and (iii) competition law alone is insufficient to adequately address the identified market failures.

NRAs then determine and designate companies having significant market power ("**SMP**") within those markets. They can impose or maintain *ex ante* sector-specific obligations when *ex post* remedies of competition law are not adequate to meet the market problems identified. Possible obligations could include *inter alia* transparency, accounting separation, network access and price control. If a market is found to be effectively competitive, existing obligations should, according to the regulatory framework, be withdrawn.

Additionally, there is other EU legislation relating to electronic commerce, security and a number of other areas of relevance to Telia's operations. The regulatory regimes in each of the countries in which Telia operates are generally based on the requirements of the EECC Directive and other EU directives and regulations.

Since June 2017, EU and EEA operators have not been allowed to apply any surcharges for retail roaming, otherwise known as "Roam-Like-At-Home" ("**RLAH**"). The roaming rules were reviewed in 2022 by EU co-legislators. The amended EU Roaming Regulation entered into force on 1 July 2022 and will remain in place until 30 June 2032. It will next be subject to review by the European Commission in 2027. Within the key areas for Telia the new rules provide that wholesale data roaming charges were capped at €2 per gigabyte in 2022 and will progressively reduce to €1 per gigabyte from 2027 onwards. The European Commission will assess whether further reduction of the caps is necessary. Intra-EU communication charges have not been abolished (despite being initially proposed). The machine-to-machine sector will continue to be regulated as part of human RLAH roaming.

The Telecom Single Market Regulation, which covers RLAH, also addresses net neutrality. The net neutrality legislation is meant to ensure that users will be free to access the content of their choice. Internet access service providers are not allowed to unfairly block or slow down internet traffic, and paid prioritisation is not allowed. The law still permits internet access providers to offer specialised services of higher quality, such as Internet TV and new innovative applications, so long as these services are not supplied at the expense of the quality of the open internet. These obligations came into force on 30 April 2016. In June 2020, the Body of European Regulators for Electronic Communications ("**BEREC**") published net neutrality guidelines (the "**Net Neutrality Guidelines**") to provide guidance on the implementation of the obligations, as well as recommendations to NRAs focusing on consistent application of the net neutrality rules. The Net Neutrality Guidelines were reviewed (and updated guidelines adopted on 9 June 2022) following the latest interpretation of net neutrality rules by the Court of Justice of the European Union where the court held that limitations on bandwidth, tethering or use when roaming are incompatible with EU law and also that zero-rating is therefore incompatible with the rules on net neutrality. Until that point, the Net Neutrality Guidelines had not expressly prohibited zero-rating offers, which were available in many EU Member States. However, BEREC added some

clarifications and stressed that only application-agnostic practices are allowed. Differentiated non-application-agnostic pricing practices, such as zero-rating, are now considered inadmissible.

The EU General Data Protection Regulation ("**GDPR**"), which has directly applied since 25 May 2018, aims to ensure Europeans get more control over their personal data and make it easier for businesses to operate and innovate in the EU's Single Market under a harmonised set of rules. GDPR rules focus on strict accountability of data controllers and are enforced by strict sanctions. Telia has a Group Data Protection Officer ("**DPO**") and DPOs from core markets and Group functions handling GDPR governance work. The objective is to fulfil requirements set on DPO by GDPR. The DPO regularly reports to the highest management.

Telecommunications service providers have long been subject to security requirements under both EU and national legislation. In response to an escalating cyber threat landscape, the EU has recently implemented a coordinated set of new regulatory measures aimed at strengthening the resilience of critical infrastructure and essential services. The NIS2 Directive ("**NIS2**") establishes a harmonised minimum cybersecurity standard across the EU, expanding the scope of regulated entities, tightening security and incident reporting requirements, and increasing supervisory oversight. NIS2 has been transposed across Telia's EU markets, with Norway pending (as specific EEA timelines apply). The Critical Entities Resilience Directive ("**CER**") complements NIS2 by focusing on the physical and operational resilience of critical entities. As Telia already falls under NIS2, the incremental impact of CER is expected to be limited, given that NIS2-regulated entities are exempt from most of CER's overlapping cybersecurity provisions. In parallel, building on top of the NIS2 baseline, DORA introduces a sector-specific framework for the financial sector, applicable since January 2025. Although DORA requirements apply mainly to financial entities, these requirements are contractually extended to Telia when Telia provides services to financial sector clients. Finally, new product security legislation, including the Radio Equipment Directive Delegated Act and the Cyber Resilience Act, establishes complementary security requirements for connected products, for the first time explicitly covering software as a standalone product. In the last decade there has been a clear shift from "traditional" telecom laws having the greatest impact on Telia to Telia being most impacted by regulation that relates to Telia being a provider of critical infrastructure, being a "gate keeper of the internet", and being a facilitator of creating digital footprints of users – i.e., privacy laws, net neutrality, security laws, data sharing laws and similar.

The new EU regulation, the Digital Services Act (the "**DSA**"), provides harmonised rules in relation to the handling of illegal or potentially harmful content online, including the liability of online providers for third party content. The DSA is directly applicable across the EU.

The Artificial Intelligence Act ("**AI Act**") is a regulation that will harmonise the rules on development and use of artificial intelligence ("**AI**") systems in the EU including non-EU developed AI systems used within EU. The AI Act has already laid rules on AI literacy and prohibited certain AI use cases. Most obligations under the AI Act start to apply on 2 August 2026.

Increasingly, law enforcement authorities seek to use information from telecoms providers in criminal and national security investigations. Telecoms providers are therefore obliged to collect and store data in such a manner that it is linked to users' names or other identification information. As many criminal investigations today include a cross-border request to access electronic evidence, in April 2018 the European Commission proposed a regulation to ease access by national police and judicial authorities to electronic evidence ("**e-evidence**"). The regulation was agreed by EU co-legislators on 25 January 2023 and it obliges telecoms providers to share e-evidence with police and judicial authorities in other EU countries within ten days in the context of criminal proceedings. It will apply from 18 August 2026.

Since harmful content online is spreading in an unprecedented manner and has been highlighted in the context of recent terror attacks, a new EU regulation known as the Terrorist Content Regulation has been adopted and has been in application since 7 June 2022. The Terrorist Content Regulation allows

the submission of cross-border orders for taking down alleged terrorist content. Although the scope of the new rules is largely limited for Telia (only hosting services are within the Terrorist Content Regulation's scope), the biggest burden for Telia will be guaranteeing the possibility and ability to react within one-hour in the case of any such cross-border orders.

Sweden

In Sweden, the Act on Electronic Communications implements the legislation relating to the EECC Directive. Telia currently has SMP status on three markets. The market for wholesale call termination on individual public telephone networks provided at a fixed location, the market for wholesale voice call termination on individual mobile networks and the market for wholesale local access to fibre networks. The Swedish NRA, *Post- och telestyrelsen* ("**PTS**") has imposed obligations on all of these markets.

Both the market for interconnection (fixed and mobile call termination) and the market for wholesale local access to fibre networks are under review by PTS. PTS proposed a decision for regulation on the market for interconnection in 2025. This decision was later withdrawn after serious doubts was raised by the European Commission (EC). A new proposal is expected during 2026. PTS has also informed the market that their decision regarding the regulation of the market for wholesale local access to fibre networks will be delayed and come in force at the earliest during 2026. PTS has, in March 2026, made a third proposal for a decision for regulation of the market for wholesale local access to fibre networks. PTS has informed Telia that they will notify the European Commission of its proposal during the second quarter of 2026 and that the proposed regulation will come into force at the earliest during September 2026.

Finland

In Finland, Telia is subject to the Act on Electronic Communications Services and related regulations, decrees and administrative decisions which implement the EECC Directive. The Act on Electronic Communications Services integrates key provisions that apply to the communications industry under one Act. The Act on Electronic Communications Services was amended in early 2021 due to the transposition of the EECC Directive.

Telia and its competitors are subject to varying and geographically restricted SMP obligations in the market for wholesale local fibre access provided at fixed location, for wholesale call termination on individual fixed public telephone networks and wholesale voice call termination on individual mobile networks. In the fibre access market the obligations are geographically restricted.

On November 14, 2025, the Traficom issued decisions where it concluded that the SMP status and obligations will be discontinued on the markets for wholesale call termination on individual fixed public telephone networks and wholesale voice call termination on individual mobile networks.

The Traficom decisions lifting the SMP status and obligations have been in force from the beginning of 2026.

Significant Market Power (SMP) Status in the Baltics

In the Baltics, Telia has SMP status in:

- fixed electronic communications wholesale markets, including local and central access: Estonia, Latvia (outside Riga), and Lithuania; and
- mobile voice market: Latvia (LMT).

Implementation of pricing restrictions such as fixed or cost-based pricing or other obligations imposed by the relevant NRAs on Telia in any of the jurisdictions it operates might have an adverse effect on its business, financial condition and results of operations.

Competition Laws

Telia is subject to the competition laws of the countries in which it operates, local competition laws and rules and EU competition laws. Companies breaching the competition rules may be forced to pay damages that can be substantial.

The European Union

The EU competition rules set out in the EC Treaty and EU legislation are binding on EU Member States and are therefore applicable to Telia's operations in the EU. If those rules are breached, the European Commission may impose fines of up to ten per cent. of a company's revenues on a consolidated basis in the preceding financial year. The EU competition rules are applicable to restrictions on competition which may have an appreciable effect on trade between Member States.

So long as Sweden exercises a significant influence over Telia, the European Commission could bring proceedings against Telia directly, or bring proceedings against Sweden, to ensure that Telia complies with EU competition rules. This means that Telia might face two different proceedings, the latter of which it could not directly influence and to which it would not be a party.

Given that the Swedish State holds, as of 31 December 2025, 41.1 per cent. of Telia's outstanding shares, there is always a possibility that Telia's competitors might allege that Telia's transactions with the Swedish State involve an element of state aid, or that the European Commission may launch a formal investigation of such a transaction on its own initiative. The European Commission has the power to order suspension of aid payments and require the recovery of aid already granted, including accrued interest. These rules do not apply when a state contributes capital in circumstances that would be acceptable to a private investor operating under normal market economy conditions.

The local competition authorities in the relevant markets where Telia is present are empowered to issue injunctions, and to enjoin a party to discontinue immediately practices that are not permitted under the local competition acts. The competition authorities and the NRAs can cooperate to facilitate investigations of anti-competitive behaviour in the telecommunications services sector.

International Obligations

Over 70 member countries of the World Trade Organisation have entered into a Basic Telecommunications Agreement ("**BTA**") to provide market access to some or all of their basic telecommunications services. The BTA took effect in February 1998. Signatories under the BTA have made commitments to provide "market access", requiring them to refrain from imposing certain quotas or other quantitative restrictions in specified telecommunications services sectors, and to provide "national treatment" by ensuring that foreign telecommunications service suppliers are accorded the same treatment as national service suppliers. In addition, a number of signatories, including Sweden and Finland, have agreed to abide by certain pro-competitive principles set forth in a reference paper relating to the prevention of anti-competitive behaviour, interconnection, universal service, transparency of licensing criteria, independence of the regulator and non-discriminatory allocation of scarce resources.

Sustainability

By integrating sustainability and responsible business practices in all aspects of its business and strategy, Telia aims to create long-term value for shareholders and support sustainable development.

Telia plays a vital role in dealing with current and future societal and environmental challenges, which in turn increasingly define the playing field for economies of all sizes. Telia also has an obligation to manage its risks, impacts and opportunities.

Governance

Telia takes a double materiality approach by assessing both how Telia is impacting people and the environment, and how people and the environment are impacting Telia. Engagement with key stakeholder groups is an important component of Telia's efforts to identify, understand and manage its most material current and future impacts, and to ensure that Telia makes a substantial contribution towards achieving the UN Sustainable Development Goals. Telia regularly monitors and discloses progress through its annual reports. Significant stakeholder groups are defined as:

- Authorities;
- Consumers;
- Business customers;
- Employees;
- Investors;
- Legislators/regulators;
- Media;
- Suppliers and partners; and
- Societies.

The Board of Directors holds ultimate responsibility for sustainability oversight, deciding on the company's overall sustainability direction and policy commitments. Sustainability performance updates are provided to the Board of Directors seven to eight times a year as part of a meeting agenda. Information on key issues is also provided through the CEO's quarterly updates. Additionally, the Board of Directors' Audit Committee reviews risk reports covering principal risk areas, including sustainability, twice a year. The Audit Committee also determines acceptable risk levels, as detailed in Telia's 'risk universe'.

Governance at the management level is primarily conducted through Group Executive Management ("**GEM**") and the Group Governance Risk Ethics and Compliance ("**GREC**") forums. GEM adopts and follows up on Telia's sustainability goals, which are set by the Board of Directors, while GREC monitors sustainability-related risks through the Enterprise Risk Management (ERM) framework.

All members of GEM also participate in the GREC forums. All country-level GREC committees report to Group level GREC forum. The Group Executive Management (GEM) owns and is responsible for all Group Policies, Group Instructions and risk mitigations as decided by GREC. Roles and responsibilities are delegated through Telia's Delegation of Obligation and Authority.

The setting of targets related to material impacts, risks and opportunities, and monitoring of their progress, is handled through GEM and the Board of Directors discussions, and decided by the Board of Directors. Risks are reported to GREC, including mitigations and alignment with risk appetite.

Commitments

Telia is committed to a number of international standards and initiatives related to anti-corruption, environmental responsibility, human rights and labour rights, including:

- The UN Universal Declaration of Human Rights
- The core conventions of the International Labour Organisation ("**ILO**")
- The OECD Guidelines for Multinational Enterprises

- The UN Global Compact
- The UN Guiding Principles on Business and Human Rights
- The Children's Rights and Business Principles
- The 1.5°C ambition expressed in the Paris Agreement

The content of these standards and initiatives forms the foundation of the Code which is approved by the Board of Directors of Telia and elaborated through Telia's policies and instructions.

Material topics

Telia analyses which material topics it needs to act and report on, based on the double materiality principle. This means that Telia considers both the impact of its actions on the world around it and the impact of sustainability topics on its financial value. For its identified material impacts, risks and opportunities, Telia has mitigation mechanisms including actions, policies and targets. These are considered in Telia's annual risk assessments and serve as input for its strategy, which is updated every three years and followed up every year. The material topics identified by Telia are listed below:

- Climate
- Circularity
- Diversity, equity, inclusion
- Health and well-being
- Employee growth
- Responsible sourcing
- Children's rights
- Digital inclusion
- Privacy
- Security
- Anti-bribery and corruption.

Climate and circularity

Telia is committed to reducing its environmental impact and supporting a more sustainable future. Efforts focus on addressing climate change, promoting energy efficiency, and advancing the circular economy. Key initiatives include reducing greenhouse gas ("**GHG**") emissions across operations and the supply chain, increasing the use of renewable energy, and promoting the reuse and recycling of materials. Environmental actions are aligned with regulatory standards, including the EU Taxonomy, to ensure measurable, transparent and impactful outcomes.

To help address the climate crisis and unsustainable use of natural resources, Telia is committed to achieving net-zero GHG emissions across its value chain by 2040. This will necessitate Telia reducing its GHG emissions by 90 per cent. (compared with base year 2018) and neutralising the remainder. Telia has committed to at least halving its GHG emissions by 2030, compared with the same base year. In addition, Telia is committed to enabling a net-zero economy through its offerings. These offerings have the potential to make a positive impact on digitalization, which in turn can support a less carbon-intensive society.

Shifting from a linear to a circular economy, and using natural resources more efficiently, is critical for tackling climate change and for living within planetary boundaries that are safe for humanity and ecosystems. Given this reality, Telia's ambition is to achieve zero waste in its own operations, including

network construction and maintenance, by 2030. Telia is also committed to enabling circularity through its offerings.

Sustainability reporting

Telia annually reports its sustainability performance in the annual report. KPMG AB has provided a limited assurance report on identified sustainability reporting in the 2025 Annual Report.

Whistle-blowing process

Telia's whistleblowing line enables employees and other parties to raise concerns or seek advice on matters related to compliance with the law or the Code. The system enables anonymous and confidential reporting of potential violations of accounting, reporting or internal controls, as well as non-compliance with local laws or breaches of the Code, group policies, group instructions and standards. Telia has a Group-wide standard for performing internal investigations into potential violations or non-compliance. The guiding principles are to ensure that investigations are conducted objectively and impartially, that facts are swiftly established with minimum disruption to the business or the personal lives of employees, and that confidentiality and non-retaliation are respected at all times. Consolidated case reports have been presented to the Audit Committee during the year. The reports included information on allegations of certain significance, the progress of investigations and the results of the investigations.

Mergers and acquisitions

Group staff function Corporate Affairs is responsible for mergers and acquisitions in order to further strengthen internal controls by separating the elements of execution and control. A merger and acquisitions manual containing instructions and outlining a clear process for conducting acquisitions governs the activities.

Board of Directors

Telia's Board of Directors has seven ordinary members and three employee representatives and, as such, union appointees. Details of the ordinary members of Telia's Board of Directors, elected at the latest Annual General Meeting held on 9 April 2026, including, where relevant, the principal activities performed by such members outside the Issuer, are listed below together with shareholding details (including shareholdings by spouses and/or affiliated persons when appropriate):

Lars-Johan Jarnheimer (born 1960) (Chair of the Board)
Board Chair: Ingka Holding (IKEA), Grimaldi Industries, Elite Hotels and Haypp Group.

Board Member: Stillfront Group and Arvid Nordqvist.

Work experience and other assignments: Previously Chair of the Boards of Directors of Egmont International Holdings, Qliro Group, Bris and Eniro. Previously a member of the Boards of Directors of SAS, Point Properties, Millicom International Cellular, Modern Times Group, Invik and Apoteket. Previously CEO of Tele2 (1999-2008), deputy CEO and CEO of Comviq.

Shares in Telia: 150,097.

Rickard Gustafson (Born 1964)
Board Member: SKF AB and Confederation of Swedish Enterprise.

Work experience and other assignments: President and CEO of SKF since 2021. Previously President of SAS (2011-2021), President of Codan/Trygg-Hansa (2006-2011), and various executive positions in

GE Capital in Europe and the US (1996-2006). Previously Chair of the Board of Directors of private healthcare provider Aleris (2016-2019).

Shares in Telia: 14,075

Jeanette Jäger (born 1969)

Work experience and other assignments: Previously CEO of Enento Group (2022–2025), CEO of Bankgirot, executive roles at Tieto, and Product and Marketing Director at TDC. Experience of working with digital inclusion through initiatives such as the payment system Swish. Spokesperson on diversity, equity and inclusion topics as a high-profile female CEO.

Shares in Telia: 16,385

Dr Johannes Ametsreiter (Born 1967)
Board Chair: 1GLOBAL.

Work experience and other assignments: Previously member of the Group Executive Committee at Vodafone and CEO of Vodafone Germany, Group CEO of Telekom Austria and executive positions at mobilkom Austria**.** Extensive ESG experience spanning corporate strategy and operational execution, developed through prior CEO and senior executive leadership roles.

Shares in Telia: 17,000.

Tomas Eliasson (Born 1962)
Board Member: Boliden, Elekta and Hexagon.

Work experience and other assignments: Previously CFO at Sandvik, Electrolux, Assa Abloy and Seco Tools.

Shares in Telia: 25,000.

Sarah Eccleston (Born 1970)

Board member: Data Communications Company (DCC) and NCAB Group.

Work experience and other assignments: Previously Global CTO and Global Vice President of Sales for Cisco (2019-2022) and several leadership positions within global technology companies such as Nortel Networks and Verizon.

Shares in Telia: 45,000.

For the purposes hereof, the business address of each Director is Telia Company AB (publ), Stjärntorget 1, 169 94 Solna, Sweden.

There are no potential conflicts of interest between any duties to Telia of the persons listed above and their private interests and other duties.

Financial risk management

Telia is exposed to financial risks such as credit risk, liquidity risk, currency risk, interest rate risk, financing risk and pension obligation risk. Financial risk management is centralised in the Group Treasury unit and is described more fully below.

Credit risk

The credit risk with respect to Telia's trade receivables is diversified geographically and among a large number of customers, both private individuals and companies in various industries. Incurred expenses for credit losses in relation to consolidated revenue was 0.4 per cent. in 2025 (compared to 0.6 per cent. in 2024).

Liquidity risk

Telia manages the liquidity risk by depositing its surplus liquidity in banks or investing it in short-term interest-bearing instruments with good credit ratings. In addition to available cash, Telia has committed revolving credit facilities and overdraft facilities. In total, the available unutilised amount under committed facilities was approximately SEK 17.2 billion at year end 2025.

Currency risk

Telia's operational currency transaction exposure is not significant. Telia's translation exposure, however, is significant. Telia does not normally hedge its translation exposure, however there is a mandate in its financial policy to use net investment hedging. At year-end 2025, the conversion exposure amounted to SEK 50,091 million (SEK 31,349 million at year end 2024). Weakening of the Swedish krona by ten percentage points against all currencies in which Telia has conversion exposure would have had a positive impact, on a post-tax basis, of approximately SEK 5.0 billion on the Group's equity as of 31 December 2025.

Interest rate risk

Telia manages interest rate risk by aiming to balance the estimated running cost of borrowing and the risk of significant negative impact on earnings, should there be a sudden, major change in interest rates. Telia's policy is that the duration of interest of the debt portfolio should be between one and five years.

Financing risk

By having most of its borrowings with a longer maturity than the duration of interest, Telia is able to obtain the desired interest rate risk without having to assume a high financing risk. In order to further reduce the financing risk, Telia aims to spread loan maturity dates over a longer period.

Pension obligation risk

Telia has a significant amount of pension obligations, with a net present value of SEK 23,891 million as of 31 December 2025 (SEK 26,501 million at year end 2024). Telia maintains pension funds to secure these obligations, with plan assets amounting to SEK 31,719 million based on market values at year end 2025 (SEK 32,081 million at year end 2024). The actuarial calculation of pension obligations is based on three principal assumptions: discount rate, annual adjustments to pensions (inflation rate) and longevity. The sensitivity of the pension obligations to changes in the principal assumptions is as follows:

	Change in assumption (p.p.)	Impact on pension obligations (SEK in millions)
Discount rate	+0.50 / -0.50	-1,834 / +1,879
Annual adjustments to pensions	+0.50 / -0.50	+2,035 / -1,789

Longevity	+1 year	+1,110

Financial reporting risks

The reporting of Telia's results of business operations and financial condition is based on internal and external financial reporting, which has to be timely, reliable, correct, and complete. Internal controls over financial reporting are an integral part of Telia's corporate governance. It includes methods and procedures to safeguard the Group's assets, ensure and control the reliability and correctness of financial reporting in accordance with applicable legislation and guidelines, improve operational efficiency and control the level of risk in the business operations.

The management of financial reporting risks is described in more detail in Telia's corporate governance statement. The corporate governance statement, including the description of internal controls, forms part of the official annual report and has been examined by the external auditors.

TAXATION

The Kingdom of Sweden

The following summary outlines Swedish tax consequences to holders of Notes who are not residents of the Kingdom of Sweden for income tax purposes. Purchasers are urged to consult their professional advisers as to the tax consequences of holding or transferring Notes.

Under Swedish tax law as presently in effect, payments of any principal or interest to the holder of any Note will not be subject to Swedish income tax, provided that such holder (1) is not resident in Sweden for income tax purposes, (2) does not carry on trade or business activities in Sweden where the payments of principal or interest are attributable to a permanent establishment in Sweden or (3) is an estate which is not tax liable in Sweden.

A private individual is generally deemed tax resident in Sweden if they (a) have their principal home in Sweden or (b) have their habitual abode in Sweden or (c) earlier have been having their principal home in Sweden and after having moved abroad continues to have an essential connection with Sweden for tax purposes (for example is engaged in trade or business in Sweden).

Swedish law does not impose a withholding tax on payments of principal or interest. Provided that the holder of a Note is not liable to tax in Sweden, the intermediary of the payment of principal and/or interest is still obliged to notify the Swedish tax authorities of payments exceeding SEK 150,000 per entity per year to any such holder. Under Swedish law, capital gains on the disposal of Notes will not be subject to Swedish income tax provided that the holder (1) is not resident in Sweden for income tax purposes, (2) does not hold the Notes as assets involved in trade or business activities in Sweden where the capital gains are attributable to a permanent establishment or (3) is an estate which is not tax liable in Sweden. There is no net wealth tax in Sweden.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "**foreign financial institution**" (as defined by FATCA) may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the Kingdom of 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 Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payment on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published 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 "*Terms and Conditions of the Notes – Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their

investment in Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

Luxembourg Taxation

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

Withholding Tax

(i) *Non-resident holders of Notes*

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident holders of Notes.

(ii) *Resident holders of Notes*

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005 as amended (the "**Relibi Law**") mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes.

Under the Relibi Law payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is resident in Luxembourg will be subject to a withholding tax of 20 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of their private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Accordingly, payments of interest under the Notes coming within the scope of the Relibi Law will be subject to withholding tax at a rate of 20 per cent.

SUBSCRIPTION AND SALE

The Dealers have in an amended and restated programme agreement (such programme agreement as modified and/or supplemented and/or restated from time to time, "**Programme Agreement**") dated 6 May 2026 agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Form of the Notes*" and "*Terms and Conditions of the Notes*" above. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment of the Programme and the issue of Notes under the Programme.

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 under this heading have the meanings given to them by Regulation S under the Securities Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that except as permitted by the Programme Agreement, it will not offer, sell or deliver Notes (i) as part of their distribution at any time and (ii) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

The Notes (other than VPS 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. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder. The applicable Final Terms will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

Prohibition of sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto 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 MiFID II; or

(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 MiFID II; or

(c) not a qualified investor as defined in the Prospectus Regulation.

The expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the EEA, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision:

(a) the expression an "**offer of Notes to the public**" in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and

(b) the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

United Kingdom

Prohibition of Sales to UK Retail Investors

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes which are the subject of this Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK.

For the purposes of this provision the expression "**retail investor**" means a person who is either one (or both) of the following:

(a) not a professional client, as defined in point (8) of Article 2(1) of UK MiFIR; or

(b) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs; and

The expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of this Prospectus as completed by the Final Terms in relation thereto to the public in the UK except that it may make an offer:

(a) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;

(b) at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision:

(a) the expression an "**offer of Notes to the public**" in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes; and

(b) the expression "**POATRs**" means the Public Offers and Admissions to Trading Regulations 2024.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(i) in relation to any Notes having a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 ("**FSMA**") by the Issuer;

(ii) 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 or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "**FIEA**") and each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Belgium

Other than in respect of Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the applicable Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1, 2° of the Belgian Code of Economic Law, as amended from time to time (a "**Belgian Consumer**") and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

Norway

The Notes shall be registered with Euronext VPS in uncertificated and dematerialised form or in another central securities depository that is properly authorised or recognised in Norway as being entitled to register the Notes pursuant to the CSDR, unless the Notes are issued outside of Norway and are either (a) denominated in NOK and offered or sold to non-Norwegian residents only, or (b) the Notes are denominated in a currency other than NOK.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree 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 Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

General

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuer and any other Dealer shall have any responsibility therefor.

None of the Issuer and any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Authorisation

The update of the Programme and the issue of Notes thereunder has been duly authorised by a resolution of the Board of Directors of the Issuer dated 23 April 2026.

Listing on the Official List of the Luxembourg Stock Exchange and Admission to Trading of Notes (other than Swedish Registered Notes) on the regulated market of the Luxembourg Stock Exchange

Application has been made to the Luxembourg Stock Exchange for Notes (other than Swedish Registered Notes) issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of MiFID II.

Documents Available

For the period of 12 months following the date of this Prospectus, copies of the following documents will, when published, be available (free of charge) from *https://www.teliacompany.com/en/articles/debt-financing* and (in the case of the VPS Agency Agreement and VPS Trustee Agreement only) from the specified office of each of the VPS Agent and the VPS Trustee:

(i) the constitutional documents (with an English translation thereof) of the Issuer;

(ii) the Agency Agreement, the VPS Agency Agreement, the VPS Trustee Agreement, the forms of the Temporary Global Notes, the Permanent Global Notes, the Definitive Notes, the Coupons, the Talons and the Deed of Covenant;

(iii) a copy of this Prospectus; and

(iv) any future offering circulars, prospectuses, information memoranda, supplements to this Prospectus and Final Terms (save that a Final Terms relating to a Note (other than a Swedish Registered Note) which is neither admitted to trading on a regulated market in the EEA nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer or the Paying Agent as to its holding and identity) and any other information incorporated herein or therein by reference.

In addition, in accordance with Article 21(7) of the Prospectus Regulation, a copy of this Prospectus shall remain available (free of charge) from *https://www.teliacompany.com/en/articles/debt-financing* for at least 10 years from the date of this Prospectus.

So long as Swedish Registered Notes are capable of being issued under the Programme, copies of such documents as are required by Euroclear Sweden to be made available will be made available in accordance with the rules of Euroclear Sweden.

Yield

In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the

basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

Clearing Systems

The Notes (other than Swedish Registered Notes and VPS Notes) have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records in relation to Notes other than Swedish Registered Notes and VPS Notes). In the case of VPS Notes, Euronext VPS is the entity in charge of keeping the records. The appropriate Common Code and ISIN for each Tranche allocated by Euroclear and Clearstream, Luxembourg will be specified in the relevant Final Terms. The appropriate securities codes for each Tranche of Swedish Registered Notes or VPS Notes will be specified in the relevant Final Terms. If the Notes are to clear through an additional or alternative clearing system (including Euroclear Sweden or Euronext VPS) the appropriate information will be specified in the relevant Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking S.A. 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of Euronext VPS is Tollbugata 2, N-0152 Oslo, Norway.

Significant or Material Change

There has been no significant change in the financial performance or position of the Issuer or the Group since the end of the last financial period for which audited or interim consolidated financial information has been published (which, as at 6 May 2026, was 31 March 2026). There has been no material adverse change in the financial position or prospects of the Issuer or the Group since the date of their last published audited consolidated financial statements (which, as at 6 May 2026, was 31 December 2025).

Legal and Administrative Proceedings

In its normal course of business, Telia is involved in a number of legal proceedings. These proceedings primarily involve claims arising out of commercial contract and commercial law issues and matters relating to telecommunications regulations and copyright laws.

In 2023, the Norwegian Tax Administration (the "**NTA**") issued a decision regarding VAT reported during 2016-2018, in relation to electronic news services provided to Norwegian customers by GET AS, which was acquired by Telia in 2018. Subsequently, the NTA opened an assessment for the years 2019-2022 concerning the same matter. New Norwegian VAT legislation was implemented as of 1 January 2023, which limited the exposure to the years 2016-2022. In 2024, Telia paid the amount of SEK 270 million requested by the NTA for the years 2016-2018 in relation to GET AS.

The decision for 2016-2018 was appealed to the first level administrative court and a ruling was received in late 2024. The ruling was appealed to the second level administrative court. The second level administrative court agreed with the first level administrative court. Consequently, Telia appealed the ruling to the Norwegian Supreme Administrative Court. On 4 May 2026 it was confirmed that the Norwegian Supreme Administrative Court would not try the case, thus, the ruling from the second level court is final. Based on the final ruling Telia expects to increase the provision to approximately SEK 420 million and derecognise the related deposit (asset) of SEK 120 million, which is expected to lead to increased other operating expenses of approximately SEK 260 million in the second quarter 2026. The provision is also expected to be reclassified to current. According to transaction warranties, Telia has a right to reclaim approximately SEK 140 million for tax payments related to periods before the GET AS acquisition.

Neither Telia nor its subsidiaries are, or have been, involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which is Telia is

aware) in the 12 months preceding the date of this Prospectus which may have or have had a significant effect on the financial position or profitability of Telia or the Group.

Auditors

The independent auditors of Telia are KPMG AB, a member of the Swedish professional body FAR, with business address at Vasagatan 16, SE-101 27 Stockholm, Sweden. KPMG AB who have audited Telia's financial statements, without qualification for the financial years ended 31 December 2024 and 31 December 2025.

Dealers transacting with the Issuer

Certain of the Dealers and their affiliates may have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to, the Issuer and its affiliates in the ordinary course of business. They have received, or may in the future receive, customary fees and commissions for these transactions. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Some of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

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