

This Base Prospectus was approved by the Swedish Financial Supervisory Authority on 21 April 2023. This Base Prospectus is valid for up to twelve months after the date of approval. The obligation to supplement this base prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Base Prospectus is no longer valid.



## **Lantmännen ek för**

Medium Term Note Programme

21 April 2023

Arranger:

**Swedbank AB (publ)**

Dealers:

**Swedbank AB (publ), Danske Bank A/S, Danmark, Sverige  
Filial, Nordea Bank Abp and Skandinaviska Enskilda Banken  
AB (publ)**

## Information to investors

This base prospectus (the "**Base Prospectus**") relates to the programme for continuous issuance by Lantmännen ek för (the "**Issuer**" or "**Lantmännen**") of medium term notes in Swedish kronor or euro with a tenor of minimum one (1) year and a nominal amount which may not be lower than EUR 100,000 (or the corresponding amount in SEK) (the "**MTN**").

This Base Prospectus has been prepared in accordance with Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**") and the delegated act (EU) 2019/980. The Base Prospectus constitutes a base prospectus pursuant to article 8 of the Prospectus Regulation. Swedish law is applicable to the Base Prospectus and any dispute arising out of or in connection with the Base Prospectus shall be subject to Swedish law and exclusively to the jurisdiction of Swedish courts. The Base Prospectus shall be read together with the documents which have been incorporated by reference (see "Information about the Issuer – Documents incorporated by reference") and any supplements to the Base Prospectus. Except for what is stated in the auditor's report, which has been incorporated to this Base Prospectus by reference, or is otherwise explicitly stated, no information in this Base Prospectus has been reviewed or revised by the Issuer's auditor. The numbers in this Base Prospectus has, in some cases, been rounded, why certain tables may not amount to the correct sum.

This Base Prospectus does not constitute an offer to purchase Loans and may not be distributed in any jurisdiction where such distribution would require any additional prospectus, registration or measures other than those required under Swedish law, or otherwise would conflict with regulations in such jurisdiction. Persons into whose possession this Base Prospectus may come are required to inform themselves about and comply with such restrictions. Any failure to comply with such restrictions may result in a violation of applicable securities regulations. Subject to certain exemptions, the MTN may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons. No MTN has been, and no MTN will be, registered under the United States Securities Act of 1933.

This Base Prospectus is dated 21 April 2023. Distribution of the Base Prospectus does not entail that the information provided herein is relevant for any other date than the date of this Base Prospectus or that the business of the Issuer, result or financial situation has been unchanged since this date.

In respect of each issue of MTN, each Issuing Dealer will undertake a target market assessment in respect of such MTN and determine the appropriate channels for distribution for such MTN. Any person subsequently offering, selling or recommending such MTN (a "**distributor**") should take into consideration the target market assessment. However, a distributor subject to Directive 2014/65/EU (as amended, "**MiFID II**") is responsible for undertaking its own target market assessment in respect of such MTN (either by adopting or refining the target market assessment) and determining the appropriate distribution channels. For the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), a determination will be made in relation to each issue as to whether any Issuing Dealer participating in the issue of MTN is a manufacturer in respect of such MTN. Neither the Arranger nor the Dealers nor any of their respective affiliates that do not participate in an issue will be a manufacturer for the purpose of the MiFID Product Governance Rules.

Each potential investor should consider whether the MTN is an appropriate investment given the particular circumstances of that investor. In particular, every investor should (i) have sufficient knowledge and experience to be able to adequately evaluate the MTN and the information set out in this Base Prospectus and any supplements hereto, (ii) have access to, and knowledge of, appropriate analytical tools in order to, in the context of its own financial situation, be able to evaluate an investment in the MTN and the effect of such investment on the portfolio of such investor, (iii) have sufficient financial means and liquidity to carry the risks associated with an investment in the MTN, including where the nominal amount and/or interest payments may be made in different currencies or where the currency of the principal amount or interest deviates from the currency of the investor, (iv) fully understand the terms and conditions of a MTN and be familiar with relevant indices and financial markets, and (v) be capable of evaluating (itself or with the assistance of financial advisors) possible scenarios for economical, interest rate related or other factors that may affect the investment and the ability of the investor to carry the relevant risks.

The Base Prospectus contains certain forward-looking statements that reflect the Issuer's current views or expectations with respect to future events and financial and operational performance. The words "intend", "estimate", "expect", "may", "plan", "anticipate" or similar expressions regarding indications or forecasts of future developments or trends, which are not statements based on historical facts, constitute forward-looking information. Although the Issuer believes that these statements are based on reasonable assumptions and expectations, the Issuer cannot give any assurances that such statements will materialise. Because these forward-looking statements involve known and unknown risks and uncertainties, the outcome could differ materially from those set out in the forward-looking statement. Factors that could cause the Issuer's actual operations, result or performance to differ from the forward-looking statements include, but are not limited to, those described in "Risk factors". The forward-looking statements included in this Base Prospectus apply only to the date of the Base Prospectus. The Issuer undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, other than as required by law. Any subsequent forward-looking information that can be ascribed to the Issuer or persons acting on the Issuer behalf is subject to the reservations in or referred to in this section.

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## 1 Description of the Issuer's MTN Programme

This MTN Programme constitutes a framework under which the Issuer intends to raise Loans in SEK or EUR with a tenor of not less than one (1) year of a maximum outstanding nominal amount at any time of SEK 3 billion or the equivalent in EUR. The Board of Directors resolved to establish the MTN Programme on 27 August 2015. This Base Prospectus has been established in accordance with a resolution by the Board of Directors on 19 April 2023.

The Terms and Conditions shall apply for all Loans raised under this MTN Programme. In addition, for each Loan, supplementary Final Terms are established for each Loan. The Final Terms and the Terms and Conditions together constitute the complete terms for the relevant Loan. The nominal amount and the applicable method for calculating interest is regulated in the Final Terms. The Final Terms will be available on the webpage of the Issuer, [www.lantmannen.com](http://www.lantmannen.com), and may also be obtained free of charge from the Issuer.

Offers to purchase or otherwise acquire MTN under this MTN Programme are not directed to persons whose participation require any additional prospectus, registration or additional measures other than those which follow from Swedish law for offer(s) made in Sweden. The Base Prospectus and the Final Terms may not be distributed to, or within, any country where such distribution demands further registration or additional measures other than those which follow from Swedish law or is against the law or other regulations. Purchases or other acquisitions of MTN issued under this Base Prospectus in contrary to the above may be deemed null and void.

### 1.1 General

Each Loan is represented by MTN of denominations of not less than EUR 100,000, or a value of SEK equivalent to EUR 100,000, or whole multiples thereof.

The Issuer may issue Loans bearing a fixed interest rate, variable interest rate or without interest (Zero Coupon Loans). The determination of the Interest Rate is performed by the Calculation Agent. The holders of MTN represent themselves in capacity as Noteholders towards the Issuer and are consequently not represented by a certain organisation or counsel which has been appointed in advance.

### 1.2 Green Bonds

The Issuer has established a framework for green financing (a so-called green bond framework) which is available on the Issuer's website (the "**Green Framework**"). The Green Framework enables the Issuer to issue MTN as green bonds ("**Green Bonds**"), meaning that the proceeds from any issuance may solely be used for financing of the projects and assets covered by the Green Framework. The Green Framework has been developed in accordance with the industry standard ICMA Green Bond Principles 2018 and has been independently evaluated by the analysis institute CICERO (Center for International Climate Research).

The European Council and the European Parliament made a political agreement in December 2019 regarding the so-called taxonomy regulation (Regulation EU 2020/852) concerning a harmonised classification system with rules as regards the assessment of green and sustainable investments (the "**Taxonomy Regulation**"). The Taxonomy Regulation has been fully applied in respect of all environmental objectives from 1 January 2023.

In addition to the Taxonomy Regulation, the European Commission published an EU regulation proposal (COM/2021/391 final) on European green bonds (the "**EUGB Regulation**"). The purpose of the EUGB Regulation is to create an optional EU-standard for green bonds. Should

the Green Framework meet the obligations in accordance with the Taxonomy Regulation and the EUGB Regulation, Loans issued under the MTN Programme can also be accredited as a European Green Bond.

The Green Framework may be updated from time to time, but the Green Framework in force at the day of issuance of the particular Loan will continue to apply to that Loan, irrespective of amendments to the Green Framework after the day of issuance, with the exception of any necessary changes to the Green Framework that solely aims to enable Loans already issued to receive the accreditation European Green Bond.

### **1.3 Form of securities and identification**

MTN issued under this MTN Programme are debt obligations issued in dematerialised form and are connected to Euroclear Sweden's account-based-system, which is why no physical securities are issued. The International Securities Identification Number (ISIN) is specified in the Final Terms of the respective Loan. MTN are freely transferable.

### **1.4 Admission to trading on a regulated market**

The Issuer may submit an application for registration of certain Loans to Nasdaq Stockholm or another regulated market as set out in the Final Terms. The relevant regulated market will, upon receipt of the application, make its own assessment and then admit or reject that MTN are registered.

### **1.5 Tax**

Certain tax issues regarding Noteholders are summarised below. The summary is based upon current law in force and is intended only as general information. The summary does not address situations where MTN are held on an investment savings account (Sw. *Investeringssparkonto*) or the regulation as regards the obligation to make income statements, for, e.g., payers of interest. Noteholders should consult an independent tax advisor as regards Swedish and other tax consequences (including the applicability and effect of tax agreements) as a result of acquisitions, holdings and disposals of MTN depending on their specific circumstances.

#### *1.5.1 Noteholders not resident in Sweden*

Payments of any principal amount or any amount that is considered to be interest for Swedish tax purposes to the Noteholder should not be subject to Swedish income tax provided that such Noteholder (i) is not resident in Sweden for Swedish tax purposes and (ii) does not have a permanent establishment in Sweden with which the MTN are effectively connected.

However, provided that the value of or the return on the MTN relates to securities taxed as shares, private individuals who have been residents of Sweden for tax purposes due to a habitual abode or continuous stay in Sweden at any time during the calendar year of disposal or redemption or the ten calendar years preceding the year of disposal or redemption, may be liable for capital gains taxation in Sweden upon disposal or redemption of such MTN. In a number of cases though, the applicability of this rule is limited by the applicable tax treaty for the avoidance of double taxation.

Swedish withholding tax, or Swedish tax deduction, is normally not imposed on payments of any principal or any amount that is considered to be interest for Swedish tax purposes except in relation to certain payments of interest (and other distributions on MTN) to a private individual (or the estate of a deceased individual) who is (or was) resident in Sweden for tax purposes (see "*Noteholders resident in Sweden*" below).

### 1.5.2 *Noteholders resident in Sweden*

In general, for Swedish corporations and private individuals (and estates of deceased individuals) with residence in Sweden for Swedish tax purposes, all capital income (for example, income that is considered to be interest for Swedish tax purposes and capital gains on MTN) will be taxable. Specific tax consequences may be applicable to certain categories of corporations, for example investment firms or life insurance companies. Moreover, specific tax consequences may be applicable if, and to the extent that, a Noteholder realises a capital loss as well as in relation to exchange rate loss and exchange rate gains.

If amounts that are deemed as interest for Swedish tax purposes are paid by Euroclear Sweden or by a legal entity domiciled in Sweden (including a Swedish branch), or a clearing institution in another country within EES, to a private individual (or an estate of a deceased individual) with unlimited tax liability in Sweden, Swedish preliminary taxes are normally withheld by Euroclear Sweden or by the legal entity on such payments. Swedish preliminary taxes should normally also be withheld on other returns on MTN (but not capital gains), if the return is paid out together with such a payment of interest referred to above.

### **1.6 Costs**

The Issuer is responsible for all costs associated with the admission to trading of MTN, such as the costs of producing prospectus, admission to trading on a regulated market, other documentation, fees to Euroclear Sweden etc.

### **1.7 Status**

Loans constitute an unsecured bond with equal right to payment (*pari passu*) as the Issuer's other existing or future, unsubordinated, unsecured obligations without any preference among themselves, except obligations which are preferred by mandatory law.

### **1.8 Sales, price, interest etc.**

Sales will take place through the Dealers receiving issue and sale instructions from the Issuer. In connection with the instructions, the price of the MTN is set, which may be over, under or corresponding to the Nominal Amount. As the MTN under this MTN Programme can be issued continuously for a long period of time, it is not possible to state a uniform sales price or otherwise a fixed price for the MTN. Purchase and sales of MTN will be conducted on the marketplace on which the instruments, as the case may be, are admitted. Payments for and delivery of the MTN is made by the relevant Dealer through Euroclear Sweden's system.

The market price of MTN is floating and may be affected by, for example, the current interest rates for similar placements with corresponding tenors.

The returns of an MTN is a function of the price of which the MTN can be purchased, the relevant applicable interest rate of the MTN and any brokerage or other costs for the purchase of an MTN.

### **1.9 Governing law**

MTN are issued in accordance with the laws of Sweden. Disputes concerning the Terms and Conditions shall be settled by Swedish courts. The City Court of Stockholm shall be the court of first instance.

## **1.10 Responsibility**

Each investor shall, subject to its financial situation, determine the suitability of an investment in MTN issued by the Issuer. In particular, each investor should:

- i. have sufficient knowledge and experience to make a meaningful evaluation of the Terms and Conditions and the Final Terms of the respective MTN. The investor should evaluate the merits and risks of investing in MTN on the basis of the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- ii. have access to, and knowledge of, appropriate analytical tools to evaluate an investment in the MTN and the impact an investment in the relevant MTN may have on its overall portfolio;
- iii. have sufficient financial resources and liquidity to bear all of the risks of an investment in MTN, including interest and foreign exchange risks;
- iv. have thorough understanding of how any relevant index, MTN and financial operates; and
- v. be able to evaluate (either alone or with help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

## 2 Risk Factors

*In this section, the risk factors and important circumstances which the Issuer considers to be material relating to the Issuer's operations and future development are illustrated. The risk factors relate to the business, industry and markets of the Issuer and include operational risks, legal risks, risks related to trademarks, tax risks, financial risks and risk factors relating to MTN. The assessment of the materiality of each risk factor is based on the probability of its occurrence and the expected negative impact. In accordance with the Prospectus Regulation, the risk factors illustrated below are limited to those risks that are specific to the Issuer and/or the financial instruments and which are essential for making an informed investment decision.*

*The below illustration is based on information available as of the date of this Base Prospectus. The risk factors are presented in categories where the currently most material risk factors in a category are presented first under that category, whilst subsequent risk factors in the same category are illustrated in no particular order. The below risks and uncertainties may have a material adverse effect on the Issuer's business, financial position and/or result.*

### 2.1 Risks related to global factors and markets

#### 2.1.1 *Climate and weather changes may lead to a poorer harvest and increasing commodity prices*

Parts of the Issuer's business are largely affected by the weather impact of climate change. The weather is the single biggest factor affecting the size and quality of the harvest and thus the international grain and commodity prices. Climate change with more extreme weather situations, for example drought and extreme rainfall, also affects growing conditions for the most important crops and commodities of the Issuer. As an example, during the summer of 2018 there was drought in large parts of Sweden which affected, amongst other things, the grain harvest in Sweden and the Baltic Sea area and entailed lower volumes, increased raw material prices and a weakened investment capacity of many of the Issuer's members. In the long term, the climate and weather changes may affect the availability of raw material and water of good quality as well as affect the soil and the possibility to reduce the occurrence of pests and vermin on crops. Therefore, there is a risk that the weather impact of climate change, in Sweden and globally, may have extensive negative consequential effects on the profitability in the grain value chain and for the Issuer. A decreased profitability of the Issuer would have a material impact on the Issuer's earning capacity and would, amongst other things, lead to cost-saving measures and lead to a reduced ability to invest in and develop the business.

#### 2.1.2 *The Issuer is exposed to macroeconomic factors and political uncertainty*

The demand for the Issuer's products may in the long term be affected by macroeconomic changes such as economic growth, changes to the economic sentiment and customer behaviour, demographic changes and population growth. The Issuer is particularly dependent on the economic situation in Sweden and Europe, where it conducts most of its business.

During the past years, several events such as Brexit and Russia's invasion of Ukraine have occurred, with the full extent of their long-term effects on the global economy yet to be determined (see further risk factors *Risks related to investments in (geo)political high-risk countries* and *The Issuer is exposed to changes to commodity and energy prices* below), as well as other political uncertainties, including instable relations between powerhouse nations that create escalating trade restrictions and countermeasures. Political uncertainty creates extensive economic uncertainty and the introduction or removal or the increase or decrease of tariffs and taxes could complicate the export of the Issuer's products. For example, the United States has threatened to introduce tariffs aimed at certain European industries, which could affect both the Swedish and the joint European export and investment capacities. As per 31 December 2022

the Issuer's sales to markets outside of Sweden amounted to 56 per cent. Limitations in the possibility for the Issuer to export its products to other markets could increase the cost of the Issuer's products, which could lead to a decreased demand for its products and hence lead to lower profits. It is difficult to foresee political changes, but should any of the risks mentioned above materialise, the Issuer believes that it, depending on the scope of the materialised risk, could have a material adverse effect on the Issuer's ability to operate in relevant jurisdictions and lead to the Issuer being forced to close parts of its businesses, which could affect the revenue from said sectors. A worsened economic sentiment could lead to decreased purchase power among the Issuer's customers and consequently to decreased or no revenue for the Issuer. In an economic downturn there is a risk that the Issuer could experience difficulties maintaining a profitable pricing. An increase or decrease of the Issuer's sales prices by +/- 1 per cent, based on the conditions as of 31 December 2022, would have affected the Issuer's turnover with +/- 606 MSEK and its operating profit by approximately +/- 23 MSEK annually. The Issuer's exposure towards risks associated with economic downturn is limited by the fact that its food and energy operations traditionally are less sensitive for changes to the economic sentiment than other industries. However, the Issuer's assessment is that an economic downturn could have a negative effect on the Issuer's revenue-generating opportunities.

### 2.1.3 *The Issuer is exposed to changes to commodity and energy prices*

Grains and other commodities constitute a large proportion of the Issuer's costs and the Group is therefore exposed to fluctuations in the price of applicable commodities, as increased prices for commodities increase the Issuer's costs correspondingly. Commodity prices fluctuate depending on the supply and demand for the applicable commodities on the global markets, which, among other factors, is affected by weather and climate. The Issuer is especially vulnerable to fluctuations in the price of wheat, soy, rapeseed, barley and oats. Further, there is a global instability to the supply and demand for commodities and input commodities (Sw. *insatsvaror*). Pandemics, political instability, war and weather are all factors which affect the price for commodities, packaging material, semiconductors and energy commodities (Sw. *försörjningsmedia*) as electricity, gas and steam. Said factors further influence logistics and transportation opportunities. Russia's invasion of Ukraine and the economic sanctions imposed by the European Union pertaining thereto affect the supply of certain Russian farming products, such as raw material for feed production and mineral fertilizer. It has also led to high levels of inflation during large parts of 2022 and the beginning of 2023, which affects the prices of commodities. However, the impact on the Issuer is minor since the Issuer actively hedges its exposures in commodities through physical commodity and financial derivatives according to specific risk directives. The Issuer's compliance with the sanctions regulations has led to stopped business relations with some suppliers with direct or indirect Russian ownership. The shortage of mineral fertilizer and/or increased fertilizer costs for farmers could affect crop yields in Sweden. As Ukraine is an important grain producer, Russia's invasion of Ukraine could affect the supply of grains and global grain prices. Further, the price fluctuations could increase due to a great demand for commodities and limited opportunities to increase land use for farming globally and increased uncertainty regarding global crop yields due to climate change.

The profitability of the Issuer's Agroetanol business that refines grains to ethanol is highly dependent on the price relation between ethanol and grains. Both the price of ethanol and the input product grains are independently determined by the global markets. The uncertainty as regards the price ratio between grains and ethanol makes the production margin difficult to predict. Increased grain prices could force the Issuer to increase the price of the end product, which could lead to a decreased demand. The extent of the negative effects is mainly determined by the price discrepancy between ethanol and grains, where the Issuer profits from a low price for grains and a high price for ethanol. Markets normalized in 2022 following restrictions linked to Covid-19 but were then heavily affected by Russia's invasion of Ukraine.

Extremely high and volatile energy prices have led several ethanol producers to cut production. Ethanol prices have remained at historically high levels for most of the year. The Issuer's ethanol is sold in the European market where there is demand for biofuels with high climate performance. The domestic market increased in 2022 driven by the reduction obligation and the introduction of E10 in 2021. The recycling business with residual products from the food industry creates a circular economy and contributes to profitability.

The Issuer consumes vast amounts of energy, mainly electricity and gas, in its business operations. Through its energy-intensive operations, the Issuer is exposed to risks related to changes to energy prices. If the Group fails with its strategy to price-protect its electricity supply, the Issuer could see increased costs which could have a direct effect on its financial results. During the latter half of 2022 and first half of 2023, energy prices have increased significantly, due to supply shortage, for instance as a result of the Russian invasion of Ukraine. However, the Issuer has routines in place to handle such increase in electricity prices through financial hedges in accordance with specific risk directives. Based on the conditions on 31 December 2022, a change to the electricity price by +/- 10 per cent would lead to a value change of the Issuer's price-protection by 84 MSEK and a change to the price of gas by +/-10 per cent would lead to a value change to its gas-price-protection by 9 MSEK annually. Increased energy costs could further lead to increased operating costs for the Issuer and affect its operating profit. The full extent of the negative effects is mainly dependent on whether the Issuer can roll over the increased costs onto its customers by increasing prices.

The market for the Issuer's end products is price-sensitive and even small price increases could lead to a significant loss of customers. Should the Issuer not be able to pass over its increased costs to its end customers, the Issuer could see decreased profitability that could force it to impose cost-saving measures. It would further harm the Issuer's ability to invest in and develop its business, which could lead to a worsened market position and the Issuer having to shut down parts of its business. Increased costs of commodities and energy could further lead to a worsened result, which could have a negative effect on the Issuer's ability to fulfil its obligations towards its MTN-holders.

#### *2.1.4 The Issuer is exposed to heavy competition*

The Issuer operates on markets with relatively stable demand and strong price competition. The Issuer's farming, machinery, energy and food businesses are conducted on different markets, which makes the Issuer exposed to competition from different actors on said markets. For instance, there is strong price competition within the food industry where the Issuer sees a continuously strong competition from the grocery chains' own brands, in addition to the competition from other actors. The food market is further characterized by low entry barriers, which could lead to competitors that are currently focused on other customer segments or geographic markets could start offering products to the Issuer's customers, which could further increase competition. Should said risk materialise, the full extent of the negative consequences will be determined by which of the Issuer's products that will be exposed to said competition, and the loyalty among the Issuer's customers. All development which could lead to increased competition can have a direct effect on the Issuer's business, either by a loss of market shares or through increased price pressure and decreased profitability.

#### *2.1.5 The demand for the Issuer's products is affected by the Issuer's ability to adapt its business operations after consumer behaviour and trends.*

The Issuer's ability to create demand for its food products is dependent on its ability to monitor and adapt to market trends. Consumer behaviour, and hence the demand for the Issuer's products, is dependent on factors such as trends within health, diet and animal welfare among others. Due to the current health trend, the Issuer's food branch, which amounted to 31 per cent

of the Issuer's turnover in 2022, has increased its investments in, and its offerings of, fibre-rich bread products and a breakfast assortment based on oats. Further, the Issuer invests more than 300 MSEK annually in its own and external research projects to comply with future demand and other challenges. There is a risk that current market trends which the Issuer invests in fades. Further, there is a risk that it emerges trends which could have a negative effect on the demand for the Issuer's products.

A significant share of the Issuer's grocery products is sold through the sale of daily consumer goods (Sw. *dagligvaruhandeln*). Consumer behaviour is affected by how resellers present the products that are being sold, for instance by store and shelf placement, the volume offered and the extent of marketing activities. The Issuer's grocery products compete with other grocery products and meal solutions, including the grocery stores' own brands. There is a risk that the exposure of the Issuer's products will decrease.

In past years there has been a change to the customer channels, and digitisation has become an increasingly important way for companies to reach out to its customers. For instance, the e-commerce of groceries has increased. There is a risk that the Issuer fails to adapt after new consumer behaviours and distribution channels, which could lead to difficulties for the issuer to reach out to its customers.

Decreased demand for the Issuer's products because of the above-mentioned factors could lead to the Issuer losing market shares to competitors and hence generating lower revenue, or none at all. Risks relating to trends and changes to consumer behaviour are therefore significant and could lead to lower revenue, operating profit and profit margin for the Issuer if it fails to adapt. The full extent of the negative consequences is mainly dependent on the Issuer's ability to predict and adapt its business after trends and consumer behaviour.

#### *2.1.6 Risks related to investments in geopolitical high-risk countries.*

The Issuer is exposed to geopolitical risk in its business. To evaluate such risks the Issuer carries out a risk assessment on a continuous basis in all countries the Issuer has business operation in. The analysis is based on country ratings made by market leading external rating agencies.

In 2022 it was only Ukraine that has a substantial credit risk rating, defined as an official credit rating at CCC+ or lower. In 2022, the Issuer's turnover in Ukraine amounted to 164 MSEK, which was only 0,3 per cent of the Issuer's total turnover. Consequently, only a limited and very small amount of the Issuer's total production and purchases is conducted in countries with higher geopolitical risk.

The production at the Issuer's site in Boryspil outside of Kyiv has after the Russian invasion of Ukraine been adversely affected due to the security situation, logistic problems and disruptions to the commodity supply. There is a risk that Russia's invasion of Ukraine will entail long-lasting and material adverse effects to the Issuer's business operations in Ukraine.

During the past decades the economic growth in geopolitical high-risk countries has been uneven across different regions and economic sectors. The economies of the geopolitical high-risk countries differ from other well-developed countries when it comes to the general education level, the economic growth rate, import and export control and the allocation of resources. The legal systems in said countries are further not as developed as those in Western Europe, especially when it comes to the protection of rights.

Further, there is a risk that authorities in geopolitical high-risk countries do not apply regulatory demands consistently. Such inconsistent application could complicate the compliance with applicable regulations, prolong certain transactions and registration matters and lead to more

unpredictable court proceedings compared to other jurisdictions. Said shortcomings could lead to difficulties enforcing rights under agreements or applicable laws. The Issuer could therefore be affected by uncertainties as regards the alteration of applicable laws or the interpretation of said laws, the geopolitical development in Sweden and abroad, taxation, interest rates, foreign exchange restrictions, import and delivery restrictions, currency devaluation, nationalization or other expropriation of private companies and property and other geopolitical or economic change.

Such geopolitical uncertainty could be resource-intensive and time-inefficient, which could strain the Issuer's ability to conduct its business according to its set strategy or even force the Issuer to cut its business relations with the relevant country and stop its business operations therein. As of today, such limitations to the Issuer's ability to conduct business in geopolitical high-risk-countries are not significant, with the exemption for Ukraine. However, such significant limitations could emerge, which could have a material adverse effect on the Issuer's business operations and future prospects. If said risks were to materialise, the extent of the damage incurred would mainly be dependent on which part of the Issuer's business that would be affected. All developments which could force the Issuer to limit parts of its business could have a direct negative effect on the Issuer's financial results and negative synergies on other parts of its business.

Due to Russia's war in Ukraine and the subsequent sanctions, the Issuer, in March 2022, decided to separate the Russian bakery operations from the rest of the Group as a step in a potential divestment of the operations. By the end of 2022 the Issuer concluded that it could no longer exercise full control over the Russian operations, which were reclassified from subsidiaries to associates and no longer consolidated with the rest of the Group. The divestment process is ongoing.

## **2.2 Risks related to the operations**

### *2.2.1 The Issuer is exposed to risks related to acquisitions, entry into new geographical markets and disposals*

The growth strategy of the Issuer is dependent on disposals and acquisitions and creation of co-operative corporations with other actors, and the Issuer completes several significant acquisitions, disposals and partnerships annually. Mergers and acquisitions by the Issuer can entail several risks and operational challenges for the business of the Issuer, including challenges to integrate acquired businesses and staff and to retain and motivate key staff from acquired companies. Integration of businesses can also disrupt the on-going operations of the Issuer, distract the senior management from their daily responsibilities and inflict obligations and responsibilities and lead to increased costs. Future acquisitions can also reduce the Issuer's cash reserve and increase its debt. If the Issuer fails to identify, complete or integrate attractive possibilities for acquisitions on beneficial terms, it can lead to reduced growth and that potential synergies do not realize according to plan.

The Issuer's growth strategy also includes expansion of the operations to new geographical markets. In January 2019, the Issuer acquired Bakery Du Jour in Australia, a completely new geographical market for production for the Issuer. Entry into new geographical markets is associated with several risks, such as the ability to comply with new regulations, to conduct an accurate market assessment and to recruit and retain competent staff. There is a risk that parts of the business model of the Issuer which are successful in existing markets will not be successful in new geographical areas or that the markets for the Issuer's services does not grow in line with the expectations of the Issuer. If the Issuer fails to accurately assess the possibilities and risks related to geographical expansion and consequently fails to establish in new markets, this could have a negative effect on the Issuer's possibilities to generate a profitable growth.

The Issuer can also divest businesses, companies or properties that no longer fit into the strategy of the Issuer, or for other reasons. Several factors can impact if a potential disposal is successful, for instance the ability of the Issuer to identify buyers and the Issuer's ability to negotiate beneficial terms in relation to the disposal for the Issuer. Further, it is possible that the Issuer must enter into guarantees or incur certain obligations in connection with such a disposal, which can be claimed against the Issuer. There is a risk of difficulties related to disposals of assets or business in the future, or that the Issuer fails to conduct such disposals on beneficial terms, which can result in unforeseeable costs and an unfavourable allocation of significant internal resources.

In 2022, the overall growth of the Issuer was positive and amounted to 26 per cent compared to 2021, of which approximately 20 per cent related to organic growth, approximately 2 per cent for currency conversion effects and approximately 4 per cent for acquired and divested operations. In 2021, the organic growth amounted to approximately 6 per cent and growth relating to acquisitions and disposals to approximately 1 per cent. In light of the number of historical transactions which have been completed by the Issuer, the exposure to risks related to acquisitions, entry into new markets and disposal, is large. If these risks were to materialise, there is a risk for a significant negative effect on the growth and profitability of the Issuer. In case any of the risks were to materialise, the extent of the negative effects would depend on several factors, including the size of the transaction or investment, expected synergies and effect on the strategic focus of the Issuer.

#### *2.2.2 The Issuer is dependent on a well-functioning IT system and network security*

The Issuer is dependent on being able to maintain a secure and well-functioning IT environment for all parts of the business. In particular, the Issuer is dependent on well-functioning IT systems during the summer season, when most of the harvesting is done and large amounts of grain shall be retrieved every day, be subject to quality controls and stored correctly. There is a risk that the Issuer suffers from interruptions or disturbances in its IT systems, for instance due to intrusions, sabotage, viruses, errors or other internal factors such as lack of competence or faulty hardware. In the summer of 2022, the Issuer was subject to an unsuccessful cyber-attack. The cyber-attack was stopped and did neither affect the Issuer's systems nor business. Interruptions or disturbances in the IT systems can entail that the business, during a certain period, cannot be conducted as planned, for instance as a result of interruption of the production or that receipt of grains can be made more difficult, in addition to making it more difficult to obtain information or completely preventing the ability to do so, which can lead to reduced turnover, delays in deliveries and costs relating to investigations. The extent of the damage which can be incurred is mainly dependent on the importance of the part of the business which is affected and the extent and time frame of the interruption.

#### *2.2.3 Risks related to the suppliers of the Issuer*

Certain of the Issuer's business areas are exposed to counterparty risks and are dependent on suppliers for its business, such as suppliers of soy as an ingredient in forage, palm oil as an ingredient in produce and forage respectively and grains for production of ethanol. Therefore, the Issuer can be affected negatively if its suppliers suffer from economic, legal or operational issues, become subject to sanctions, increase their prices, if they are not able to deliver as agreed or deliver products of a lower quality. Such factors can affect the Issuer's ability to purchase products on time and to a reasonable price, or deliver products to its customers, which can lead to dissatisfaction, damaged customer relations and lower sales. If the Issuer is forced to purchase goods from other suppliers in order to be able to fulfil its obligations towards customers, certain issues with the transfer can occur and require products to be tested and quality-controlled again, which requires resource allocation in terms of both time and money, which could result in increased costs for the Issuer.

The Issuer has a large number of suppliers all over the world, whose business the Issuer does not have insight to or is able to control. There is therefore a risk that suppliers act in a manner which damages the Issuer, for instance by acting in breach of the Issuer's Suppliers' Code of Conduct (Sw. *leverantörsuppförandekod*), which, amongst other things, includes provisions requiring the supplier to draft and comply with effective routines to prevent corruption, bribes, money-laundering and unlawful restriction of competition, in all its operations. During 2022, the Issuer has a new monitoring method measuring suppliers' compliance with the Issuer's sourcing policy. For high and medium-risk suppliers in particularly risky markets, background checks in the form of due diligence are carried out. The target for completed supplier audits has also been updated. In 2022, 73 percent of high and medium-risk providers were approved, which is in line with the target. If the suppliers of the Issuer breach applicable laws or do not comply with the suppliers' code, it can lead to negative publicity for the Issuer. A worsened reputation can lead to the loss of customers, decrease in the value of the trademark and lower revenues, which in turn affects the Issuer's profitability and appeal as an employer.

#### 2.2.4 *Risks associated with the environment*

Environmental impact from the Issuer's operations occurs primarily in the cultivation, from fossil fuels, production of fertilizer and from land when the soil has been processed and grains grow. In later years, focus on environmental and climate issues has increased, both from media and in politics. The Issuer has entered into certain non-financial goals related to its environmental impact and work with targets for reduced environmental impact in its own operations, purchased transports and primary production. The overall goal is to have a pace of reduction in line with the Paris Agreement in the whole value chain. If the Issuer fails to achieve its non-financial targets related to the environment it can lead to negative publicity.

The Issuer's different businesses are subject to several environmental and other protective rules in form of legislation and regulations from authorities in the different jurisdictions where the Issuer has or has had production facilities. As the Issuer's production facilities are located in over 20 different countries around the world, compliance with such requirements can be complex and time consuming. Such regulations cover, amongst other things, production, storage, usage, post-processing, emissions, handling and transport of hazardous substances and work environment. If the Issuer fails to comply with applicable environmental legislation or to obtain necessary permits, the Issuer can be subject to penalty fees or other sanctions. During 2020, 2021 and 2022, the Issuer has not been subject to any significant penalty fees or sanctions because of breaches of environmental legislation. In this respect, significant fines are penalties which exceed SEK 500,000 or which, due to the nature of the non-compliance, may significantly affect the Group's finances or reputation.

If the Issuer fails to comply with applicable environmental rules it can lead to that the Issuer is forced to shut down parts of its business, limit its strategy and be subject to significant penalty fees. Increased costs can affect the Issuer's operating profit, which in turn can affect the Issuer's possibility to finance other parts of the business, including investments and acquisitions. Further, the negative publicity will have a direct effect on the market's image of the Issuer and can lead to a significantly reduced potential for revenue for the Issuer. Environmental risks are therefore significant for the business of the Issuer, competition and future outlooks. In case the abovementioned risks materialise, the extent of the negative effects will be dependent on the extent of the costs of penalty fees, sanctions or remediation measures and to what extent such costs are covered by the Issuer's insurances and the effect any potential damage to the reputation of the Issuer can have on the products of the Issuer.

#### 2.2.5 *The Issuer's products can be a risk to health*

There is a risk that the Issuer, primarily through its business within produce and farming, is subject to infections or sabotage where persons, individually or in concert, deliberately or not,

contaminate the Issuer's products so that the products pose a health risk to customers. Within the agriculture sector, the Issuer can be exposed to sabotage of animal feed and salmonella contaminations in rapeseed flour and can be forced to withdraw products, which can result in remediation measures. The occurrence of, or outbreak of infections, such as salmonella, can reduce the market's demand for the Issuer's products significantly and lead to lower prices. Further, sabotage can lead to the Issuer being forced to withdraw products and to a decreased demand for the Issuer's products in addition to leading to large costs, including damages which are not always covered by applicable insurances, lower prices and profitability, factors which combined lead to a lower operating profit. The abovementioned risks could also lead to that the Issuer is forced to shut down parts of its business, which could lead to reduced revenues. Similarly, lack of quality in the Issuer's products, for instance because of contamination, disease or sabotage, can lead to a lower value of the Issuer's trademark which, in addition to a negative effect on sales also reduces the appeal of the Issuer as an employer.

#### *2.2.6 Risks associated with product liability*

The production of food products is subject to special regulations when it comes to the ingredients and their origin. The Issuer's production process is heavily controlled to ensure that its products are reliable and not riddled with errors that could harm the consumer. There is a risk that flaws pass through the Issuer's checks or that the checks are not properly structured. Further, there is a risk that conditions beyond the Issuer's control could cause problems. For instance, the Issuer could be subject to sabotage where the Issuer's products are contaminated on purpose. Who to be held liable in case of such disruptions depends on the circumstances of the individual case, but the Issuer could incur costs in the form of damages.

The Issuer's current and future business operations in the United States are associated with specific risks related to product liability. In 2022, the Issuer's sales in the United States amounted to 2 per cent of its total turnover. In the United States, product liability lawsuits and tort proceedings are far more common and amount to significantly higher sums than in Sweden.

As of today, the Issuer has not experienced significant costs related to product liability. Should any of the risks mentioned above materialise there is a risk that the Issuer's insurance coverage will not be sufficient to fully cover all potential claims towards the Issuer. The cost of fully reimbursing all claims not covered by the Issuer's insurance could be significant. Should the above-mentioned risk materialise, the extent of the negative consequences for the Issuer would mainly depend on the amount of the claims, and to what extent its insurance company would reimburse said claims. All significant costs affect the Issuer's result negatively, which could lead to decreased profitability.

#### *2.2.7 Risks relating to the European Commission's inspection of Agroetanol's site in Norrköping*

The energy industry is seen as a risk sector when it comes to antitrust-behaviour and companies that operate within the sector are from time to time subject to investigations by, or procedures against, competition authorities.

In October 2014, the European Commission conducted unannounced inspections at the premises of several companies in Europe active within the bioenergy industry, including Lantmännen Agroetanol in Norrköping. Since October 2014, the European Commission has investigated Lantmännen Agroetanol and other companies for breach of the European Union's antitrust regulations regarding ethanol trade. On 10 December 2021, the European Commission announced that it had fined one of the companies under investigation and that the verdict was given as part of a settlement. On July 7, 2022, Lantmännen Agroetanol received a Statement of Objections from the European Commission related to the case. Lantmännen – which has

cooperated fully with the EU Commission during the investigation – denies the allegations and continues to fully exercise its right of defense.

Depending on the European Commission's final verdict, the Issuer is at risk of being fined and Lantmännen Agroetanol is since 2019 reporting a 500 MSEK provision in its financial accounts. Should Lantmännen Agroetanol be forced to pay a sanction fee, it would lead to decreased resources for conducting and developing its business and lead to a worsened reputation among members and customers in addition to lower market confidence.

#### 2.2.8 *Dependency on employees with key skills*

Employees with key skills within farming, product development, manufacturing, the processing industry, sales, marketing, IT-security, business development, finance, strategy and project management are of great importance to the Issuer's business operations and the Group's future, especially as regards the implementation of strategic targets and to effectively lead and control the Issuer's business operations on competitive markets. The Issuer is therefore dependent on recruiting and retaining qualified and experienced personnel.

The Issuer is on the verge of a generational change with employees retiring and handing over to a younger generation in the coming years, which stresses the need for the Issuer to ascertain future competence. The Issuer could have difficulties in replacing key employees with certain skills, should they quit, leave for competitors or retire. In a business environment characterized by tough competition and quick turnarounds due to increased digitisation and e-commerce, it is important to attract and keep employees with the right skills, experience and values.

The aforementioned changes could be especially challenging on growth markets, where the competition for qualified labour is high and the pool of qualified labour is limited. Said competition could further lead to higher compensation levels, which would have a negative effect on the Issuer's financial result. During the financial year 2022, the Issuer's cost for salaries and social security contributions for its employees amounted to 6,600 MSEK. An increase of the Issuer's salary costs (including social security contributions) by 1 per cent would, based on the conditions as of 31 December 2022, have affected its operating profit by 66 MSEK annually. However, should the Issuer's salary levels be too low, it would risk its employees resigning which could have a material adverse effect on the Issuer's competitiveness and business operations.

There is a risk that the Issuer will not be able to recruit and retain qualified personnel, which could have an adverse effect on the Issuer's ability to develop its business operations. Shortage of expertise or resources may in the long term have a negative impact on the Issuer's competitiveness, organisation and ability to reach its strategic targets. Such setbacks could lead to significant future revenue loss and a negative impact on the Issuer's operating profit and future prospects.

#### 2.2.9 *Risks relating to the form of business*

The Issuer is a cooperative association (Sw. *ekonomisk förening*). The Issuer's equity consists of paid and issued investment capital. As of 31 December 2022, the Issuer's equity amounted to 4,027 MSEK. As of the same date, the total equity of the Group was 22,932 MSEK. The investment capital in a cooperative association is not as regulated as the share capital in a Swedish limited liability company (Sw. *aktiebolag*). Should a member cease its business operations or otherwise exit the cooperative association, the member's investment capital is repaid. The individual members' investment capital is only a limited part of the Issuer's total equity. Compared to a public limited liability company, it is more difficult for a cooperative association to obtain new equity from its owners as all potential owners must fulfil the business-

relation requirement (Sw. *kravet på affärsrelation*) and that cooperative associations cannot obtain new equity by issuing new shares or rights.

Should the Issuer lose members or fail to obtain new equity, the Issuer's ability to finance investments and acquisitions could be affected, which could lead to decreased economic growth.

## **2.3 Risks related to intellectual property rights**

### *2.3.1 Intellectual property rights and trademark infringements*

The Issuer is dependent on its ability to protect its intellectual property rights. Most of the products of the Issuer are sold under well-established trademarks such as AXA, Kungsörnen and GoGreen. There is a risk that the measures taken by the Issuer to protect its trademarks, names and trade secrets in countries where the Issuer is not present are not sufficient and that the Issuer thus can have difficulties to defend its registered trademarks and other intellectual property rights. If the Issuer fails to protect its intellectual property from actors which try to take advantage of the Issuer's trademark or reputation in marketing its own products, it can lead to costly disputes or other legal proceedings in respect of the intellectual property rights. If, for instance, another party sells products of low quality under a trademark or features protected by the Issuer, there is a risk for mix-up or association with the products of the Issuer, which can significantly limit the competitiveness of the Issuer or damage its reputation. Costs for rebuilding a damaged reputation in the market can be significant and reduce the cash flow of the Issuer. A reduced cash flow can affect the possibilities of the Issuer to invest in further development of the operations, which can severely damage the future outlooks of the Issuer.

As far as the Issuer is aware, there is no infringement in a third-party's intellectual property rights and the costs to defend the trademarks of the Issuer has historically been limited. There is a risk that the Issuer, going forward, for instance as a result of the launch of products or in connection with establishment in new geographic markets, potentially may infringe, or be accused of infringement of, a third-party's intellectual property rights. In case the Issuer would be forced to defend itself in a legal dispute regarding intellectual property, significant legal costs could be incurred, in addition to potential damages, which can force the Issuer to shut down part of its operations, which in turn would have a negative effect on the operating profits and future outlook of the Issuer.

### *2.3.2 The Issuer is exposed to risks relating to the value of goodwill and other intangible assets with an undefined usage period*

As per 31 December 2022, the Group's value of goodwill and other intangible assets with an undefined usage period amounted to 6,186 MSEK which constituted 12 per cent of the Group's total assets. There is a risk that circumstances which are the basis of the Issuer's valuation of its goodwill and intangible assets can change and that certain depreciation may have to be made in respect to goodwill and/or intangible assets. Depreciation of goodwill and other intangible assets with an undefined usage period is tested annually or as soon as there are indications that a demand for deprecation is at hand, for instance due to a changed business climate, a decision on disposal or shutdown of operations. The annual tests during the three previous financial years have not resulted in a depreciation.

To the extent such a test would result in depreciation, it would affect the Issuer's balance sheet and income statement, and overall value, negatively.

## **2.4 Legal and political risks**

### *2.4.1 Risks related to changed legislation*

The market for energy-, food and agriculture operations is subject to extensive regulations. Given that the Issuer conducts business in a large number of countries, for instance Sweden, Denmark, Finland, Norway, the Baltic, Belgium, France, Netherlands, Great Britain, Germany, USA and Ukraine, the Issuer is affected by, and has to observe, extensive and complex regulation on an international, national and local level, and does to a certain extent operate a regulated business. For instance, the Issuer conducts a regulated business at 17 sites and operations subject to registration at 100 sites pursuant to the Swedish Environmental Code (*Miljöbalk (1998:808)*) only in northern Sweden.

As a result of regulations regarding production of ethanol, the Issuer is through its operations conducted by Lantmännen Agroetanol, exposed to certain risks. One of the most important regulatory questions for Lantmännen Agroetanol in Sweden is the so-called certain customs provision for ethanol, which regulates which level to apply in relation to import of ethanol from non-EU countries in customs. There is a risk that an abolishment of the certain customs provision will lead to that ethanol produced in Sweden will be exposed to increased competition and price reductions. Further, the EU's renewable energy directive (RED II) entered into force in 2021 and is now implemented in the member states. The directive can lead to a lower demand of crop-based bio-fuels in the EU, which can affect the price and demand of ethanol from Lantmännen Agroetanol. If Lantmännen Agroetanol, which refines grains to ethanol, is not able to adapt its operations subject to changed regulatory demands pursuant to RED II and other regulations in a financially effective way, there is a risk that the business and financial situation of the business can be affected negatively. This can, in turn lead to that Lantmännen Agroetanol cannot conduct its operations as desired. During 2022, Lantmännen Biorefineries, of which Lantmännen Agroetanol is part, amounted to 7 per cent of the Issuer's total net turnover from contract with customers.

Further, there is a risk that changes to laws, regulations, accounting principles and other rules, in addition to changes of EU-regulations, including the interpretation thereof, can lead to more limitations or stricter requirements for the operations of the Issuer. The Issuer can also be obligated to pay fees, fines, penalties or other sanctions due to breaches of applicable rules. Amended rules can also lead to decreased demand in respect of the products of the Issuer, that the Issuer is forced to lower its prices or that the Issuer is forced to adapt its operations, which can lead to measures for saving or a reduced capability to make investments. As a result of changes to regulations, the Issuer can also be forced to allocate significant financial resources to compliance, which can affect the Issuer's operating profit. Considering that large amounts of the Issuer's operations are subject to extensive regulations, the Issuer and its operations are exposed to the abovementioned risks. Consequently, risks relating to changes in legislation are significant for the Issuer.

### *2.4.2 Risks relating to permits*

Parts of the Issuer's operations require permits, and the Issuer is therefore obligated to obtain the required permits to be able to conduct its operations. In Sweden, the Issuer conducts operations which require permits on 17 sites and operations which require notifications to the relevant authority on approximately 100 sites in accordance with the Swedish Environmental Code. The operations consist of, amongst other things, mills, workshops and facilities for manufacturing of forage, ethanol and food. There is a direct impact on the environment primarily through noise, emissions to air and water and intermediate storage of hazardous waste. Further, the Group is under supervision of supervisory authorities such as the Swedish Food Agency (Sw. *Livsmedelsverket*) and the Swedish Financial Supervisory Authority exercises supervision over the Group's credit market company (Sw. *kreditmarknadsbolag*) and

insurance companies. The risk that Issuer should lose a permit due to lacking compliance with regulations is not assessed to be significant. There is however a risk that the Issuer's operations which are subject to permits are affected by changes to applicable regulations or as a result of new permit requirements. If the Issuer cannot obtain the permits required to conduct its operations with reasonable terms, costs or at all, or if the Issuer loses permits which are required for an operation or if permits are delayed due to long processing times at the relevant authority, the Issuer's possibility to conduct its operations may be limited. There is also a risk that the Issuer is denied permit to increase volume or production or production facilities. These factors can result in the Issuer not being able to conduct its operations as desired or being forced to shut down certain parts of its business. Consequently, risks relating to permits are significant to the Issuer.

## **2.5 Financial risks**

### *2.5.1 The issuer is exposed to currency risks*

The meaning of currency risks is the risk that the effect of a change in exchange rates affects the result of and financial situation of the Group negatively. Large parts of the Issuer's commercial cash flow consist of foreign currencies, which exposes the Issuer to so-called transaction exposure. The Issuer is primarily exposed to the currencies EUR, DKK, GBP, USD and NOK. A 10 per cent +/- change in SEK against the currencies used by the subsidiaries would, when re-calculating the operating income, have an approximate effect on the operative income amounting to +/- 59 MSEK, based on the conditions as of 31 December 2022. There is therefore a risk that changes in exchange rates can have a significant effect on the Issuer's result.

### *2.5.2 Risks related to liquidity and financing*

The meaning of liquidity- and financing risks is the risk that the Issuer cannot refinance in case of the default of a loan or lend money if the Group has negative cash flows, which can result in an urgent liquidity risks. In a worst-case scenario, the Issuer would be forced into bankruptcy of liquidation. The risk is reduced through, for instance, effective spreading of maturity and counterparties.

In August 2018, the Issuer entered into a credit agreement with six financial institutions regarding a revolving credit facility of 3 bn SEK, with an initial maturity of five years. The maturity has thereafter been extended with two additional years. If the Issuer has a need for further financing in the future, or in case of a re-negotiation of the existing financing, there is a risk that the Issuer obtains amended or more burdensome terms as a result of the new negotiations or re-negotiations, such as increased cost of interest, which can result in limitations for the business of the Issuer. Such limitations in the possibility to take up new financing is currently not a significant limitation but can increase over time.

Under the terms of the credit agreement, the Issuer has made certain financial undertakings, so-called covenants, in respect of for instance net debt/EBITDA. If the Issuer would breach the covenants, the lenders have the right to cancel the facilities before the original maturity date. There is a risk that the Issuer, in the future, could be in breach of the covenants, which could affect the Issuer's possibility to finance its operations and force the Issuer to seek alternative financing. The Issuer's failure to find new financing on beneficial terms, or at all, would have a negative effect on the Issuer's financial possibilities in respect of its operations, such as acquisitions and investments.

An important part of the financing of the Issuer is deposits from its members, where members have deposit accounts with unlimited withdrawals. There is a risk that members, for different

reasons, decide to move their deposits from the Issuer to other counterparties, which could result in a large outflow of cash from the Issuer.

### 2.5.3 *The issuer is exposed to increased interest costs*

The interest-bearing borrowing results in that the Issuer is exposed to increased interest costs, which can make it more difficult for the Issuer to comply with its undertakings under the credit agreement. Increased interest levels can also entail that the Issuer must allocate a larger portion of its cash flow to pay interest, which leads to a decreased cash flow for other purposes, such as investments, acquisitions and general corporate purposes.

## 2.6 **Risks associated with issued MTN**

### 2.6.1 *The Benchmark Regulation*

The process for how EURIBOR, STIBOR and other reference rates are determined has been subject to the attention of the legislator. This has resulted in several legislative measures. The most extensive initiative in this area is the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the “**Benchmark Regulation**”) which entered into force 1 January 2018 and regulates the provision of benchmarks, reporting of input data for benchmarks and the usage of benchmarks within the EU. Given that the Benchmark Regulation has only been in force for a short period of time, its effects cannot be fully assessed. There is a risk that the Benchmark Regulation can affect how certain benchmarks are determined and developed. Further, the increased administration, and the regulatory requirements in connection therewith, can result in certain actors no longer wanting to participate in the determination process regarding benchmark rates, or that certain benchmark rates are no longer published.

For MTN that are issued with floating rate, the interest rate is determined, pursuant to the Terms and Conditions, on the basis of a reference rate, either STIBOR or EURIBOR. STIBOR is a so-called critical benchmark in Sweden and is therefore registered on the list of critical benchmarks held by the European Commission. The provisions regarding critical benchmarks contain extensive requirements with respect to control, supervision, documentation and transparency for the benchmark administrator. On the date of this Base Prospectus, the Swedish Financial Benchmark Facility AB (“**SFBF**”), a wholly-owned subsidiary of Financial Benchmarks Sweden, part of the Swedish Bankers Association (Sw. *Svenska Bankföreningen*) administrates STIBOR. At the date of this Base Prospectus, SFBF is not registered as an administrator in the register provided by the European Securities and Markets Authority (ESMA) pursuant to Article 36 of Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds but has on 27 December 2021 submitted an application with the Swedish Financial Supervisory Authority to be authorised as an administrator under the Benchmark Regulation and the application was assessed as complete by the Swedish Financial Supervisory Authority on 2 January 2023. If STIBOR or EURIBOR at a certain point in time cannot be determined, or if a Base Rate Event or Base Rate Event Announcement (as defined in the Terms and Conditions) occurs, there are alternative measures to determine the applicable reference rate used to calculate the interest rate. However, there is a risk that such alternative measures are not as beneficial to the Noteholders. Further, there is a risk that the challenges in connection with determining an alternative reference rate for the interest rate of a certain MTN can result in time consuming discussions and/or disputes which may have negative effects for the Issuer and/or Noteholders.

### 2.6.2 *Risks associated with Green Bonds*

The Issuer may, in accordance with the Final Terms for MTN, issue Green Bonds pursuant to the criteria set out by the Issuer in its Green Framework, which outlines the framework for Green Bonds. There is a risk that MTN, pursuant to these criteria, do not fit into the requirements, preferences or specific investment mandates of an investor.

The Green Framework as well as market practice can develop after a certain loan date, which can result in more beneficial terms for Loans issued thereafter or more strict requirements for the Issuer. Amendments to the Green Framework made after the date of a certain Loan will not affect the Noteholders of the Loan, except for such required amendments to the Green Framework, the purpose of which are solely to make possible for already issued Loans to obtain the accreditation “European Green Bond”.

There is a risk that the classification of Loans which are issued as Green Bonds are affected by the Taxonomy Regulation and the EUGB Regulation and that Loans issued after the EUGB Regulation has entered into force will not be qualified to be classified as a European Green Bond pursuant to the applicable regulation.

Per the date of this Base Prospectus, there is uncertainty as to whether the Taxonomy Regulation and EUGB Regulation will fully affect the structure of, and information provided in, green frameworks and the classification of green bonds. Should the Issuer not comply with the terms and conditions of the Green Framework in respect of a certain Loan or should a certain Loan no longer be classified as a green bond due to the Taxonomy Regulation or EUGB Regulation, it does not entail an event of default under such Loan. In such cases, Noteholders do not have the right to prepayment or repurchase of a Green Bond or other compensation. Consequently, there is also a risk that investors are in breach of internal policies or investment mandates.

### 2.6.3 *Liquidity risks*

The Issuer will apply for registration of MTN on Nasdaq Stockholm or another regulated market in accordance with the respective Final Terms for MTN. Previously issued MTN have been subject to very few transactions on the secondary market. There is a risk that the planned secondary market for MTN will not develop, be maintained or be liquid (i.e. that there will not be a large enough supply of MTN or large enough demand for MTN on the market). Noteholders is therefore at risk of not being able to sell its MTN at the desired time or to the price which would result in the return comparable to similar market positions which have an existing and functioning secondary market. The lack of liquidity on the market can thus have a negative effect on the market value of the MTN.

### 2.6.4 *Noteholders’ Meeting and lack of Noteholders’ representative*

The Calculation Agent shall, in accordance with the Terms and Conditions, amongst other things, call noteholders’ meetings. Except for this meeting, the investors do not have a representative that represents them in respect of the MTN. Therefore, each individual investor can take measures on its own in respect of the MTN, which could affect all investors. An example of such a measure is an application for bankruptcy of the Issuer. There is therefore a risk that one investor can take measures in respect of the MTN which are not desired for other investors and which may affect the market value of MTN negatively.

In addition to the above, it is noted that certain majorities of Noteholders can make all investors legally bound by certain decisions, including those investors which have voted against the relevant majority. This may mean that measures taken by the majority, in such cases, can affect

the Noteholders' rights in respect of the MTN in a way which is not desired for certain noteholders.

#### *2.6.5 Noteholders lack security in the assets of the Issuer and the Issuer can pledge assets as security and incur other debt*

Noteholders which hold MTN lack security in the assets of the Issuer, and will, in case of the Issuer's insolvency, be a creditor without priority. The secured creditors of the Issuer will have a right to payment from secured assets before creditors without priority (including creditors which hold MTN). The Issuer has undertaken not to pledge assets as security for other Market Loans. There are otherwise no limitations on the Issuer's possibility to incur new debt or to pledge assets as security. There is therefore a risk in case of insolvency of the Issuer for creditors that hold MTN that the Issuer incurs further debt or pledges assets as security to other creditors which have a right to payment with higher priority than the claim of the holder of the MTN.

#### *2.6.6 Voluntary redemption*

The Terms and Conditions include a possibility for the Issuer to, in certain situations, redeem Loans prior to the Maturity Date, resulting in that the market value of MTNs in general is not expected to increase significantly over the price to which it can be redeemed. This can apply also before a redemption period. In case of voluntary redemption, there is a risk that an investor cannot re-invest the proceeds from the redemption at an effective interest rate which is as high as the interest rate of the relevant MTN.

Further, there is a risk that the Issuer elects to exercise its right to voluntary redemption at a time when the market value of MTNs is higher than the redemption value. This can affect the possibility of an investor to re-invest the proceeds from the redemption on the same terms as the redeemed MTN. Investors cannot expect a Loan to be redeemed prior to the Maturity Date but must be prepared for repayment on the Maturity Date.

### **3 Responsibility for the Base Prospectus**

The board of directors of the Issuer is responsible for the Base Prospectus and, to the best of the knowledge of the board of directors of the Group, the information provided in this Base Prospectus is in accordance with the facts and the Base Prospectus makes no omission likely to affect its import. The Dealers have not verified the information provided in this Base Prospectus.

The Base Prospectus has been approved by the Swedish Financial Supervisory Authority as competent authority under the Prospectus Regulation. The Swedish Financial Supervisory Authority only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Regulation (EU) 2017/1129. The Swedish Financial Supervisory Authority's approval should not be considered as an endorsement of the Company that is the subject of this Base Prospectus, nor should it be considered as an endorsement of the quality of the securities that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

Stockholm, 21 April 2023

**Lantmännen ek för**

*The board of directors of the Group*

## **4 Product description**

Below follows a description of constructions and terms which appear in the Terms and Conditions and which are applicable upon issuance of MTN under this MTN Programme. The construction of each Loan is set out in the Final Terms, which are applicable together with the Terms and Conditions applicable to the MTN Programme from time to time. For a description of the below definitions, see the Terms and Conditions on pages 26-45.

### **4.1 Basis for calculation of interest**

For MTN issued under the MTN Programme, the relevant basis for calculation of interest for the specific Loan will be set out in the Final Terms. Under the MTN Programme and pursuant to Section 6.2 of the Terms and Conditions, there is a possibility to issue Loans with any of the basis for calculation of interest described below. When calculating the interest period under which the interest shall accrue, different day count conventions are used depending on the basis for calculation of interest.

#### *4.1.1 Day Count Conventions*

For Loans with fixed interest rate, the Day Count Convention "30/360" is used, meaning that the calculation is based on a year of 360 days divided into 12 months of 30 days each and in case of a fraction of a month using the actual number of days of the month that have passed.

For Loans with floating interest rate, the Day Count Convention "actual/360" is used, meaning that the calculation is based on the actual number of days elapsed in the relevant Interest Period, divided by 360.

Which of these Day Count Conventions that are to be used to calculate the Interest Period for each relevant Loan will be set out in the applicable Final Terms.

#### *4.1.2 Loans with fixed interest rate*

If a Loan is specified as a Loan with fixed interest rate, interest accrues in accordance with the Base Rate from (but excluding) the Loan Date, up to (and including) the Maturity Date.

For Loans with a fixed interest rate, accrued interest shall be paid in arrears on each Interest Payment Date and is calculated using the Day Count Convention 30/360.

#### *4.1.3 Loans with floating interest rate*

If a Loan is specified as a Loan with floating interest rate, interest accrues from, but excluding, the Loan Date, up to, and including, the Maturity Date. The Base Rate for each respective Interest Period is calculated by the Calculation Agent on each respective Determination Date and consists of the Base Rate plus the Base Rate Margin for the same period, adjusted with regard to application of Section 7 (*Replacement of Base Rate*) in the Terms and Conditions.

The Base Rate is the reference rate specified in the Final Terms or such other Successor Base Rate, which as a result of a Base Rate Event or a Base Rate Event Announcement, succeeds the original Base Rate. The original Base Rate will usually refer to STIBOR for loans in SEK and EURIBOR for loans in EUR. Interpolation of reference rate means that the reference rate is determined by two known variables as set out in the Final Terms.

If the Base Rate cannot be determined on the Determination Date as a result of obstacles described in Section 17.1 of the Terms and Conditions, the Loan shall continue to accrue interest at the base rate applicable for the immediately previous Interest Period. As soon as the

obstacle has ceased, the Calculation Agent shall calculate a new Base Rate to apply from the second Business Day after the day of calculation up to and including the end of the then ongoing Interest Period.

Accrued interest shall be paid in arrears on each Interest Payment Date and is calculated using the Day Count Convention Actual/360 or such other basis for calculation as applies to the relevant Base Rate.

#### *4.1.4 Zero coupon*

Zero Coupon Loans do not bear interest.

#### *4.1.5 Benchmark rates*

Interest payable for MTN issued under the MTN Programme may be calculated by reference to certain benchmarks, STIBOR and EURIBOR, as defined in the Terms and Conditions. STIBOR is provided by SFBF and EURIBOR is provided by the European Money Market Institute.

At the date of this Base Prospectus, SFBF is not registered as an administrator in the register provided by the European Securities and Markets Authority (ESMA) pursuant to Article 36 of Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds but has on 27 December 2021 submitted an application with the Swedish Financial Supervisory Authority to be authorised as an administrator under the Benchmark Regulation. The Swedish Financial Supervisory Authority assessed the application as complete on 2 January 2023. The European Money Market Institute was registered 2 July 2019 as administrator under article 36 of the Benchmark Regulation.

#### *4.1.6 Redemption*

An MTN is due for payment at its nominal amount on the Maturity Date, as set out in the Final Terms.

The Issuer may however, at any time and at the price specified in the Final Terms at its option, redeem all, but not less than all MTN issued under the relevant Loan, together with accrued interest (if any), prior to their Maturity Date, provided it is permitted by applicable law. If the Issuer, in accordance with Section 9.1 of the Terms and Conditions, redeems a Loan prior to its Maturity Date, the Issuer shall notify the Noteholder's in accordance with Section 16 (Notices) no later than ten (10) Business Days but not more than forty (40) Business Days prior to the date of the voluntary redemption.

## 5 Terms and Conditions

### Terms and Conditions

The following terms and conditions (“**Terms and Conditions**”) shall apply to loans which Lantmännen ek förening (Reg. No. 769605-2856) (the “**Issuer**”) issues in the capital market under an agreement dated 2 November 2015 between the Issuer, Swedbank AB (publ), Danske Bank A/S, Danmark, Sverige Filial, Nordea Bank Abp<sup>1</sup> and Skandinaviska Enskilda Banken AB (publ)<sup>2</sup> in respect of a MTN Programme (“**MTN Programme**”) by issuing notes in SEK and EUR with varying maturities, however not less than one year, commonly referred to as medium term notes (“**MTN**”).

#### 1. DEFINITIONS

1.1 In addition to the definitions set forth above, as used in these Terms and Conditions, the following terms shall have the meanings ascribed to them below.

“**Account Operator**” means a bank or other party duly authorised to operate as an account operator (*Sw: kontoförande institut*) pursuant to the Central Securities Depositories and Financial Instruments Accounts Act (*Sw: lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) and through which a Noteholder has opened a Securities Account in respect of its MTN;

“**Adjusted Loan Amount**” means the total outstanding Nominal Amount of MTN in respect of a particular Loan less the amount of all MTN held by a Group Company, irrespective of whether or not the Group Company is directly registered as owner of such MTN;

“**Arranger**” means Swedbank AB (publ) or any other Dealer replacing Swedbank AB (publ) as Arranger;

“**Base Rate**” means in regard to Loans with Floating Rate, the base rate STIBOR or EURIBOR as described in the Final Terms or any reference rate replacing STIBOR or EURIBOR in accordance with Section 7 (*Replacement of Base Rate*);

“**Business Day**” means a day other than a Sunday or other public holiday in Sweden or which is not treated as public holiday for the purpose of payment or, with respect to the payment of promissory notes, a day which is not the equivalent of a public holiday in Sweden. Saturdays, Midsummer’s Eve, Christmas Eve and New Year’s Eve shall for the purpose of this definition be deemed to be public holidays;

“**Calculation Agent**” means (i) if a Loan has been issued by two or more Issuing Dealers, the Issuing Dealer designated by the Issuer to be responsible for certain administrative

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<sup>1</sup> Nordea Bank AB have 1 October 2018 through a merge, been incorporated in Nordea Bank Abp and have through that acceded as a part to the MTN programme.

<sup>2</sup> Skandinaviska Enskilda Banken AB (publ) acceded as a Dealer and Svenska Handelsbanken AB (publ) resigned as a Dealer through an amendment agreement dated 25 November 2020.

tasks regarding the Loan in accordance with the Final Terms; and (ii) if a Loan has been issued by only one Issuing Dealer, the Issuing Dealer;

**“Day Count Convention”** means, when calculating an amount for a certain period, the basis of calculation stated in the Final Terms and which:

- (a) if the calculation method “30/360” is specified as applicable, the amount shall be calculated based on a year with 360 days consisting of twelve months of 30 days each and, in the event of a partial month, the actual number of days which have passed in the month; and
- (b) if the calculation method “Actual/360” is specified as applicable, the amount shall be calculated using the actual number of days in the relevant period divided by 360.

**“Dealers”** means Swedbank AB (publ), Danske Bank A/S, Danmark, Sverige Filial, Nordea Bank Abp and Skandinaviska Enskilda Banken AB (publ) and every other dealer specially authorized by Euroclear Sweden to process and register issues in the Euroclear Sweden system that accedes to this MTN Programme in accordance with Section 13.3, however only as long as such institution has not resigned as a dealer;

**“EUR”** means the single currency of the participating member states in accordance with the European Union’s framework for the Economic and Monetary Union (EMU);

**“EURIBOR”** means:

- (a) the interest rate as displayed as of or around 11.00 a.m. on the relevant day on page EURIBOR01 of the Refinitiv screen (or through such other system or on such other page as replaces the said system or page) for EUR for a period comparable to the relevant Interest Period; or
- (b) if no such interest rate is available for the relevant Interest Period as described in paragraph (a), the arithmetic mean of the rates (rounded upwards to four decimal

places) as supplied to the Calculation Agent at its request quoted by the Reference Banks for deposits of EUR 10,000,000 for the relevant Interest Period; or

- (c) if no interest rate as described in paragraph (a) or (b) is available, the interest rate which, according to the reasonable assessment of the Calculation Agent, best reflects the interest rate for deposits in EUR offered for the relevant Interest Period;

**“Euroclear Sweden”** means Euroclear Sweden AB (Reg. No. 556112-8074);

**“European Reference Banks”** means four major commercial banks which, at the current time, are quoting EURIBOR and are appointed by the Calculation Agent;

**“Final Terms”** means the final terms established for a particular Loan under this MTN Programme in accordance with Appendix 1 (*Form of Final Terms*);

**“Green Bond Terms”** are, in relation to a certain Loans, the green terms set forth in the green framework, which can be found on the Issuer’s website from time to time in its latest version;

**“Group”** means the corporate group of which the Issuer is the parent company (where the terms corporate group and parent company have the meanings as defined in chapter 1, section 4 of the Swedish Cooperative Associations Act (*Sw. lag (2018:672 om ekonomiska föreningar*)) (or such other legislation which replaces the aforementioned legislation);

**“Group Company”** means any and all legal entities which from time to time are part of the Group;

**“Interest Commencement Date”** means, according to the Final Terms, the date from which interest (where applicable) begins to accrue;

**“Issuing Dealer”**, means, in accordance with the Final Terms, that or those Dealers through which MTN will be or have been issued;

**“Loan”** means each Loan, comprising of one or more MTN, which the Issuer raises under this MTN Programme;

**“Loan Terms”** means, for a particular Loan, these Terms and Conditions and the Final Terms for such Loan;

**“Market Loan”** means loans taken up through the issuance of commercial paper, bonds or other securities (including loans under MTN or other market loan programmes) which are sold, brokered, or invested in an organized form and which are, or may be, admitted to trading on a Regulated Market;

**“Maturity Date”** means, in accordance with the Final Terms, the date when MTN shall be repaid;

**“MTN”** means a unilateral debt instrument in the Nominal Amount which has been registered in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act (*Sw: lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) and is part of a Loan issued by the Issuer under this MTN Programme;

**“Nominal Amount”** means the amount of each MTN as stated in the Final Terms (less any repaid amount);

**“Noteholder”** means the person who is registered on a Securities Account as direct registered owner or nominee with respect to an MTN;

**“Noteholders’ Meeting”** means a meeting of the Noteholders as described in Section 13 (*Noteholders’ Meeting*);

**“Programme Amount”** is the programme amount which the Issuer and the Dealers agree on from time to time;

**“Record Date”** means the fifth (5) Business Day (or another Business Day prior to the relevant day which is market practice on the Swedish bond market), prior to (i) the payment date for interest or principal in accordance with the Loan Terms; or (ii) another day on which payment is to be made to Noteholders; (iii) the date of the Noteholders’ Meeting; (iv) dispatch of notice; or (v) another relevant date;

**“Reference Banks”** means Nordea Bank Abp, Skandinaviska Enskilda Banken AB (publ), Svenska Handelsbanken AB (publ) and Swedbank AB (publ);

**“Regulated Market”** means any regulated market as defined in Directive 2014/65/EU on markets in financial instruments;

**“Securities Account”** means the account for dematerialised securities maintained by Euroclear Sweden pursuant to the Central Securities Depositories and Financial Instruments Accounts Act in which (i) an owner of any securities is directly registered or (ii) an owner’s holding of securities is registered in the name of a nominee;

**“SEK”** means the official currency of Sweden;

**“STIBOR”** means:

- (a) the interest rate administered, calculated and distributed by the Swedish Financial Benchmark Facility AB (or the replacing administrator or calculation agent) for the relevant day and published on the information system Refinitiv’s page “STIBOR=” (or through such other system or on such other page as replaces the said system or page) for SEK for a period comparable to the relevant Interest Period; or
- (b) if no such interest rate is available for the relevant Interest Period as described in paragraph (a), the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Calculation Agent at its request quoted by the Reference Banks for deposits of SEK 100,000,000 for the relevant Interest Period; or
- (c) if no such interest rate as described in paragraph (a) or (b) is available, the interest rate which, according to the reasonable assessment of the Calculation Agent, best reflects the interest rate for deposits in SEK offered in the Stockholm interbank market for the relevant Interest Period.

- 1.2 Further definitions, such as Interest Structure, Interest Determination Date, Interest Payment Date(s) and Interest Period are set forth (where applicable) in the Final Terms.
- 1.3 The definitions set forth in these Terms and Conditions shall also apply to the Final Terms.
- 1.4 Upon calculation of whether a limit specified in SEK has been reached or exceeded, an amount in another currency shall be calculated based on the exchange rate applicable on the Business Day immediately preceding the relevant point in time and which is published on Refinitiv's screen "SEKFIX=" (or through another system or another screen which replaces such system or screen) or, where such rate is not published, according to the rate for SEK for the relevant currency on the aforementioned day which is published by the Swedish Central Bank on its website ([www.riksbank.se](http://www.riksbank.se)).

## **2. ISSUANCE OF LOANS**

- 2.1 Under this MTN Programme, the Issuer may issue MTN, denominated in SEK or in EUR, with a maturity of at least one year. Under a Loan, MTN may be issued in multiple tranches without the approval of any Noteholder provided that the conditions of such tranches are identical except for Settlement Date, Aggregate Nominal Amount, Price per MTN and Issuing Dealer.
- 2.2 By subscribing to MTN, each initial Noteholder approves that its MTN shall have the rights and be subject to the conditions set forth in, and be governed by, the provisions of the Loan Terms. By acquiring MTN, each new Noteholder confirms such approval.
- 2.3 The Issuer undertakes to make payments in respect of issued MTN and to otherwise comply with the Loan Terms for the Loans issued under this MTN Programme.
- 2.4 If the Issuer wishes to issue MTN under this MTN Programme, the Issuer shall enter into a separate agreement for this purpose with one or more Dealers which shall be the Issuing Dealer for such Loan.
- 2.5 Final Terms shall be established in relation to each Loan which together with these Terms and Conditions shall constitute the complete Loan Terms for the Loan.

## **3. REGISTRATION OF MTN**

- 3.1 MTN shall be registered in a Securities Account on behalf of each Noteholder and, accordingly, no physical securities will be issued. A request concerning the registration of MTN shall be made to an Account Operator.
- 3.2 Any person who acquires the right to receive payment under a MTN through a mandate, a pledge, the regulations in the Swedish Children and Parents Code (Sw: *föräldrabalken*), terms of a will or deed of gift or in some other way shall register their rights in order to receive such payment.
- 3.3 The Calculation Agent shall, for the purpose of carrying out its duties in accordance with Section 12 (*Termination of Loans*) and 13 (*Noteholders meeting*), at all other times be

entitled to obtain information from the debt register (Sw: *skuldbok*) kept by Euroclear Sweden in respect of the MTN.

#### **4. RIGHT TO ACT ON BEHALF OF A NOTEHOLDER**

- 4.1 Any person other than a Noteholder wishes to exercise the Noteholder's rights under the Loan Terms or vote at a Noteholders' Meeting shall be able to produce a power of attorney or other proof of authorization from the Noteholder or a chain of such powers of attorney and/or proof of authorisation from the Noteholder.
- 4.2 A Noteholder may authorise one or more parties to represent the Noteholder in relation to certain, or all, of the MTN held by the Noteholder. Any such representative may act independently.

#### **5. PAYMENTS**

- 5.1 MTN become due and payable in the Nominal Amount on the Maturity Date. If the Maturity Date falls on a day which is not a Business Day, the Loan will be repaid on the next following Business Day. Interest according to Section 6 (*Interest*) shall be paid on the relevant Interest Payment Date.
- 5.2 Payment in respect of MTN denominated in SEK shall be made in SEK and payments in respect of MTN denominated in EUR, shall be made in EUR to the person who is registered as a Noteholder on the Record Date for the respective payment date or to such person who is registered with Euroclear Sweden as being entitled to receive such payment.
- 5.3 If a Noteholder has registered, through the Account Operator, that principal or interest shall be deposited into a certain bank account, such deposit shall be affected by Euroclear Sweden on the relevant payment date.
- 5.4 Should Euroclear Sweden not be able to effect payments as aforesaid due to any delay by the Issuer or other obstacle attributable to the Issuer, the Issuer shall ensure that such payments are made to the persons who are registered as Noteholders on the relevant Record Date as soon as possible after such obstacle no longer exists. In such case, interest shall be payable in accordance with Section 8.1.
- 5.5 In the event the Issuer is unable to perform a payment obligation through Euroclear Sweden due to an obstacle for Euroclear Sweden, the Issuer shall be entitled to postpone the payment obligation until such obstacle has been ceased. In such case, interest shall be payable in accordance with Section 8.2.
- 5.6 If payment is made in accordance with this Section 5 to a person who is not entitled to receive such amount, the Issuer and Euroclear Sweden shall nonetheless be deemed to have fulfilled their payment obligations. However, the aforementioned shall not apply if the Issuer or Euroclear Sweden were aware that payment was made to a person not entitled to receive the payment or if the Issuer or Euroclear Sweden did not act with normal care.

## 6. INTEREST

6.1 For Loans on which interest accrues, interest shall be calculated on the Nominal Amount, unless otherwise stated in the Loan Terms.

6.2 Interest on a certain Loan is calculated and payable (where applicable) in accordance with the Final Terms. The relevant Interest Structure shall be stated in the Final Terms according to one of the following alternatives:

(a) Fixed Rate

If a Loan is specified as a Loan with a Fixed Rate, the Loan shall bear interest on its Nominal Amount at the Interest Rate from (but excluding) the Interest Commencement Date up to (and including) the Maturity Date.

Interest is calculated using the Day Count Convention 30/360.

(b) Floating Rate (FRN)

If a Loan is specified as a Loan with Floating Rate, the Loan shall bear interest on its Nominal Amount at the Interest rate from (but excluding) the Interest Commencement Date up to (and including) the Maturity Date. The Interest rate for the relevant Interest Period shall be calculated by the Calculation Agent on the respective Interest Determination Date and is the sum of the Base Rate and the Margin for the relevant period, adjusted for the application of section 7 (*Replacement of Base Rate*).

If the Interest Rate cannot be determined on the Interest Determination Date because of an obstacle described in Section 17.1, the Loan shall continue to bear interest at the rate that applied to the immediately preceding Interest Period. As soon as the obstacle has been ceased, the Calculation Agent shall calculate a new Interest Rate which shall be effective from the second Business Day following the day of the calculation until the expiration of the current Interest Period.

Interest is calculated using the Day Count Convention Actual/360, or by using such other method of calculation as is applied for the relevant Base Rate.

(c) Zero Coupon

If the Loan is specified as a Zero Coupon it bears no interest. Loans with Zero Coupon may be issued at a discount, par or premium.

6.3 Accrued interest (where applicable) is paid in arrears on the relevant Interest Payment Date.

6.4 If the Interest Payment Date for a Loan bearing a Fixed Rate is not a Business Day, interest will be paid on the next Business Day. Interest is calculated and accrued only up to and including the Interest Payment Date.

6.5 If the Interest Payment Date for a Loan with a Floating Rate is not a Business Day, the next Business Day shall be the Interest Payment Date provided that such Business Day does not occur in a new calendar month, in which case the Interest Payment Date shall be the

previous Business Day. Interest is calculated and payable up to and including the Interest Payment Date.

## 7. REPLACEMENT OF BASE RATE

7.1 If a Base Rate Event as described in Section 7.2 below has occurred, the Issuer shall, in consultation with the Calculation Agent, initiate the procedure to, as soon as reasonably possible, determine a Successor Base Rate, Adjustment Spread, as well as initiate the procedure to determine upon necessary administrative, technical and operative amendments to the Loan Terms in order to apply, calculate and finally decide the applicable Base Rate. The Calculation Agent is not obligated to participate in such consultation or determination as described above. Should the Calculation Agent not participate in such consultation or determination, the Issuer shall, at the Issuer's expense, as soon as possible appoint an Independent Adviser to initiate the procedure to, as soon as reasonably possible, determine upon the mentioned. Provided that the Successor Base Rate, the Adjustment Spread and other amendments have been finally decided no later than prior to the relevant Interest Determination Date in relation to the next succeeding Interest Period, they shall become effective with effect from and including the commencement of the next succeeding Interest Period, always subject to any technical limitations of Euroclear Sweden and any calculations methods applicable to such Successor Base Rate.

7.2 A base rate event is an event where one or more of the following events occur ("**Base Rate Event**") which means:

- (a) the Base Rate (for the relevant Interest Period of the relevant Loan) has ceased to exist or ceased to be published for at least five (5) consecutive Business Days as a result of the Base Rate (for the relevant Interest Period of the relevant Loan) ceasing to be calculated or administered;
- (b) a public statement or publication of information by (i) the supervisor of the Base Rate Administrator or (ii) the Base Rate Administrator that the Base Rate Administrator ceases to provide the applicable Base Rate (for the relevant Interest Period of the relevant Loan) permanently or indefinitely and, at the time of the statement or publication, no successor administrator has been appointed or is expected to be appointed to continue to provide the Base Rate;
- (c) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator that the Base Rate (for the relevant Interest Period of the relevant Loan) is no longer representative of the underlying market which the Base Rate is intended to represent and the representativeness of the Base Rate will not be restored in the opinion of the supervisor of the Base Rate Administrator;
- (d) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator with the consequence that it is unlawful for the Issuer or the Calculation Agent to calculate any payments due to be made to any Noteholder using the applicable Base Rate (for the relevant Interest Period of the relevant Loan) or it has otherwise become prohibited to use the applicable Base Rate (for the relevant Interest Period of the relevant Loan);

- (e) a public statement or publication of information in each case by the bankruptcy trustee of the Base Rate Administrator or by the trustee under the bank recovery and resolution framework (Sw. *krishanteringsregelverket*), or in respect of EURIBOR, from the equivalent entity with insolvency or resolution powers over the Base Rate Administrator, containing the information referred to in (b) above; or
- (f) a Base Rate Event Announcement has been made and the announced Base Rate Event as set out in (b) to (e) above will occur within six (6) months.

7.3 Upon a Base Rate Event Announcement, the Issuer may (but are not obligated to), if it is possible at such time to determine the Successor Base Rate, Adjustment Spread and other amendments, in consultation with the Calculation Agent or through the appointment of an Independent Adviser, initiate the procedure as described in Section 7.1 above to finally decide the Successor Base Rate, the Adjustment Spread and other amendments, in order to change to the Successor Base Rate at an earlier time.

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

- (a) if the previous Base Rate is available, determined pursuant to the terms that would apply to the determination of the Base Rate as if no Base Rate Event had occurred; or
- (b) if the previous Base Rate is no longer available or cannot be used in accordance with applicable law or regulation, equal to the interest determined for the immediately preceding Interest Period.

The provisions set out in this section are applicable on subsequent Interest Periods, provided that all relevant measures have been carried out regarding the application of and the adjustments described in this Section 7 prior to every such subsequent Interest Determination Date, but without success.

7.5 Prior to the Successor Base Rate, Adjustment Spread and any other amendments becoming effective, the Issuer shall promptly, following the final decision by the Issuer in consultation with the Calculation Agent or the Independent Adviser of any Successor Base Rate, Adjustment Spread and any other amendments, give notice thereof to the Noteholders and Euroclear Sweden in accordance with Section 16 (*Notices*). The notice shall also include information about the effective date of the amendments. If the MTN are admitted to trading on a Regulated Market, the Issuer shall also give notice of the amendments to the relevant stock exchange.

7.6 The Independent Adviser and the Calculation Agent that carries out measures in accordance with this Section 7 shall not be liable whatsoever for any damage or loss caused by any determination, action taken or omitted by it in conjunction with the

determination and final decision of the Successor Base Rate, Adjustment Spread and any amendments thereto to the Loan Terms, unless directly caused by its gross negligence or wilful misconduct. The Independent Adviser and the Calculation Agent shall never be responsible for indirect or consequential loss.

7.7 In this Section 7 the following definitions have the meaning described below:

**"Adjustment Spread"** means a spread or a formula or methodology for calculating a spread to be applied to a Successor Base Rate and that is:

- (i) formally recommended by any Relevant Nominating Body in relation to the replacement of the Base Rate; or
- (ii) if (i) is not applicable, the adjustment spread that the Issuer in consultation with the Calculation Agent or the Independent Adviser determines is reasonable to use in order to eliminate, to the extent possible, any transfer of economic value from one party to another as a result of a replacement of the Base Rate and is customarily applied in comparable debt capital market transactions.

**"Base Rate Administrator"** means Swedish Financial Benchmark Facility AB (SFBF) in relation to STIBOR and European Money Markets Institute (EMMI) in relation to EURIBOR or any person replacing it as administrator of the Base Rate.

**"Base Rate Event Announcement"** means a public statement or published information as set out in Sections 7.2 (b) to 7.2 (e) that any event or circumstance specified therein will occur.

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

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

**"Successor Base Rate"** means:

- (i) a screen or benchmark rate, including the methodology for calculating term structure and calculation methods in respect of debt instruments with similar interest rate terms as MTN, which is formally recommended as a successor to or replacement of the Base Rate by a Relevant Nominating Body; or
- (ii) if there is no such rate as described in paragraph (i), such other rate as the Issuer in consultation with the Calculation Agent or the Independent Adviser determines is most comparable to the Base Rate.

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

## **8. DEFAULT INTEREST**

- 8.1 In the event of delay in payment, default interest shall be paid on the amount from the Maturity Date up to and including the day on which payment is made, at an interest rate which corresponds to the average of one week's STIBOR for MTN denominated in SEK and one week's EURIBOR for MTN denominated in EUR, as long as the default remains, with the addition of two percentage points. STIBOR and EURIBOR shall be denominated on the first interest Business Day in each calendar week during the period of the delay. Default interest, in accordance with this Section 8.1 for interest-bearing Loans shall never be paid at an interest rate less than the interest rate applicable to the relevant Loan at its Maturity Date, with the addition of two percentage points. Default interest is not compounded with the principal amount.
- 8.2 If the delay is due to an obstacle for the Dealers or Euroclear Sweden, default interest shall be paid, at an interest rate which correspond with (i) for interest-bearing Loans, the interest rate applicable to the relevant Loan at its Maturity Date, or (ii) for Zero Coupon Loans, the average of one week's STIBOR or one week's EURIBOR as long as the default remains. STIBOR and EURIBOR shall be denominated on the first interest Business Day in each calendar week during the course of the delay.

## **9. VOLUNTARY REDEMPTION**

- 9.1 Where the applicable Final Terms specify that the Issuer may redeem the relevant Loan prior to the Maturity Date, the Issuer may at any time and at the price specified in the Final Terms, together with accrued interest (if any), at its option, redeem all, but not less than all MTN, issued under the relevant Loan, prior to its Maturity Date, provided that it is compatible with applicable law. If the Issuer, in accordance with this Section 9.1, redeems the Loan prior to its Maturity Date, the Issuer shall notify the Noteholder's in accordance with Section 16 (*Notices*) no later than ten (10) Business Days but not more than forty (40) Business Days prior to the date of the voluntary redemption.

## **10. REPURCHASE**

- 10.1 Following agreement with the Noteholders, the Issuer may repurchase MTN at any time provided that this is compatible with applicable law. MTN owned by the Issuer may be retained, transferred or redeemed.

## **11. GENERAL UNDERTAKINGS**

### **11.1 Status of the Loan**

The Issuer shall ensure that its payment obligations under the Loan rank, at least, *pari passu* with the Issuer's other unsubordinated and unsecured payment obligation, except such obligations preferred by law.

## 11.2 **The Issuer's operations and assets**

As long as any MTN is outstanding, the Issuer undertakes not to significantly change the nature of the Group's operation or sell or otherwise dispose any assets, if such disposal has a significant adverse effect on the Issuer's ability to perform its obligations towards the Noteholders.

## 11.3 **Programme Amount**

The Issuer may not issue additional MTN under the MTN Programme if the total principal amount of the outstanding MTN under the MTN Programme, including those MTN intended to be issued, exceeds the Programme Amount on the day on which the agreement regarding the issuance of MTN was entered into between the Issuer and the relevant Dealer.

## 11.4 **Negative Pledge**

The Issuer undertakes, as long as any MTN is outstanding:

- a) not to provide security or cause any other to provide security, whether in the form of a contingent liability or otherwise, for any Market Loan that has been or may be issued by the Issuer;
- b) not to provide security for Market Loans, other than through contingent liability (which in turn may not be secured) that has been or may be issued by other than the Issuer; and
- c) to ensure that Group Companies, other than the Issuer, when taking up Market Loans, comply with the provisions in section a) and b) above, save that such other Group Companies may provide contingent liability (which in turn may not be secured) for other Group Companies' Market Loans.

## 11.5 **Admission to trading on a Regulated Market**

The Issuer (itself or the relevant Dealer on its behalf) undertakes to apply for admission on the relevant Regulated Market for Loans which according to the Final Terms shall be admitted to trading on a Regulated Market and to use its best effort to ensure that the Loans remains listed as long as the relevant Loan is outstanding, however not longer than as permitted under applicable laws and regulations of the relevant Regulated Market and Euroclear Sweden.

## 11.6 **Governing law etc.**

The Issuer undertakes to comply in all material respects with prevailing rules and instructions by Swedish or relevant foreign governmental authorities, central bank, or

other public authorities or Regulated Markets to which the MTN have been admitted to trading.

#### **11.7 Availability of Loan Terms**

The Issuer undertakes to keep the prevailing version of these Terms and Conditions and the Final Terms for all outstanding Loans which are admitted to trading on a Regulated Market available on its website.

### **12. ACCELERATION OF LOANS**

12.1 The Calculation agent shall in writing declare the relevant Loan, including any accrued interest, immediately due and payable, or payable at such date decided by the Calculation agent or the Noteholders' Meeting (as applicable), upon the occurrence of any circumstances stated in section 12.2 and if:

- (i) so requested by the Noteholders under a Loan at the Noteholders Meeting; or
- (ii) so requested in writing by Noteholders who, at the time of the request, represent not less than one tenth of the total outstanding Nominal Amount for the relevant Loan. Noteholders shall, upon request, provide evidence that the Noteholder is a Noteholder on the relevant Business Day. Such request may only be made by a Noteholder that sole represents one tenth of the total outstanding Nominal Amount or jointly of Noteholders who, together, represents one tenth of the total outstanding Nominal Amount on the relevant Business Day.

12.2 Loans may only be declared due and payable in accordance with section 12.1 if:

- a) the Issuer fails to make timely payment of principal or interest regarding the relevant Loan under this MTN programme, unless the delay (i) is a result of a technical or administrative error; and (ii) does not continue for more than three (3) Business Days;
- b) the Issuer, other than stated in section (a) above or in the section Green Bond in the Final Terms, fails to perform its obligations under the Loan Terms regarding relevant Loan under this MTN Programme and where correction is possible and the Issuer receives a written request for correction of the Calculation Agent, Issuing Dealer or Noteholders and where such correction has not occur in twenty (20) Business Days;
- c) (i) any Group Companies, regarding another loan, fail to pay when due or within the applicable grace period and such loan, as a consequence thereof, has been accelerated, or could have been accelerated, where no notice of acceleration provision exists or where the non-payment would have constituted the final payment, if the delay in payment continues for ten (10) Business Days, provided that the outstanding debt under the relevant Loan amounts to not less than SEK 50,000,000 (or an equivalent value in another currency), or (ii) another loan to a Group Company has been declared due and payable in advance as a consequence of an acceleration provision (regardless of the nature), provided that the total of due and payable liabilities under

such accelerated loans amounts to not less than SEK 50,000,000 (or an equivalent value in another currency);

- d) any Group Company fails, within fifteen (15) Business Days from the day such company receives a legitimate claim, to make performance under any guarantee or surety which such company has provided for the financial obligations of a third party, provided that the total legitimate claims not satisfied within such time amount to not less than SEK 50,000,000 (or an equivalent value in another currency);
- e) assets owned by a Group Company with a value in excess of SEK 25,000,000 (or an equivalent value in another currency) are attached and sold or becomes subject of similar foreign proceedings and such attachment and sale or other foreign proceedings are not accelerated within thirty (30) Business Days from the enforcement decision or the decision regarding similar foreign proceedings;
- f) any Group Company cancel its payments;
- g) any Group Company applies for, or admits an application for, company reorganization according to the Swedish Companies Reorganization Act (*Sw. lag (2022:964) om företagsrekonstruktion*) or similar proceedings;
- h) an event of bankruptcy of the Issuer occurs;
- i) an event of voluntary liquidation of the Issuer, or involuntary liquidation of any Group Company, occurs; or
- j) a circumstance occurs which entails that the Issuer is replaced as the debtor under a relevant Loan by another party and such decision has not been approved by the Noteholders in accordance with Section 13.9.

The term "loan" as used in subsection c) above also includes overdraft accounts (*SW: kredit i räkning*) and sums which are not received as a loan, but which must be paid on the basis of a debt security obviously intended for public trading.

12.3 The Calculation Agent may not declare the relevant Loan, together with any interest, due for payment in accordance with this Section 12 with reference to a termination provision if a Noteholders' Meeting has resolved that the relevant circumstances shall not give rise (temporary or preliminary) to a termination pursuant to Section 12.

12.4 The Issuer shall be obligated to immediately notify the Issuing Dealer and the Noteholders in accordance with Section 16 (*Notice*) in the event any acceleration provision in Section 12.2 becomes applicable. In the absence of such notice, neither the Calculation Agent nor the Issuing Dealer, irrespective of actual knowledge, shall be deemed to be aware of a

termination provision. Neither the Calculation Agent nor the Issuing Dealer are obligated itself to monitor whether the provisions of acceleration exist according to Section 12.2.

12.5 Upon redemption of Loans following acceleration in accordance with Section 12.1:

- a) interest-bearing Loans shall be redeemed at an amount per MTN which together with accrued interest, would have been redeemed on the final Maturity Date; and
- b) non-interest-bearing Loans shall be redeemed at an amount per MTN determined by the following formula as per the date of acceleration of the Loan:

$$\frac{\text{Nominal Amount}}{(1 + r)^t}$$

r = the ask rate quoted by the Calculation Agent for Swedish government bonds with an outstanding term to maturity corresponding to the remaining terms of the relevant Loan. In the absent of such ask rate, the bid rate shall be used instead, as reduced by a market bid/ask spread, expressed in percentage points. The calculation shall be based on the closing quotation.

t = the remaining term for the relevant Loan, expressed in the Day Count Convention Actual/360 for MTN denominated in SEK or EUR.

### **13. NOTEHOLDERS' MEETING**

13.1 The Calculation Agent may and shall, at the request of another Issuing Dealer, the Issuer or the Noteholders, that at the time of the request represent not less than a tenth of the Adjusted Loan Amount under the relevant Loan (such a request can only be made by Noteholders registered in the debt register maintained by Euroclear Sweden on the Business Day occurring immediately after the day the request was received by the Calculation Agent and must, if a request is made by a number of Noteholders, be made jointly) convene a Noteholders' Meeting for the Noteholders under the relevant Loan.

13.2 The Calculation Agent shall convene a Noteholders' Meeting by sending notice of this to each Noteholder, the Issuer, and Issuing Dealer within five (5) Business Days from the date when a request was received from the Issuer, Noteholders, or the Issuing Dealer in accordance with Section 13.1 (or such later date as necessary for technical or administrative reasons).

13.3 The Calculation Agent may refrain from convening a Noteholders' Meeting if (i) the proposed decision must be approved by any party in addition to the Noteholders and this party has notified the Calculation Agent that such approval will not be given, or (ii) the proposed decision is not compatible with governing law.

13.4 The notice of the meeting described in Section 13.2 shall include (i) time for the meeting, (ii) place for the meeting, (iii) the agenda of the meeting (including each request of decision by the Noteholders) and (iv) a form of power of attorney. Only matters that have been included in the notice may be decided on at the Noteholders' Meeting. If notification by the

Noteholders is required to attend the Noteholders' Meeting, such requirements shall be included in the notice.

- 13.5 The Noteholders' Meeting shall be held no earlier than fifteen (15) Business Days and no later than thirty (30) Business Days after the date of the notice of the meeting. Noteholders' Meetings for several Loans under the MTN Programme may be held at the same occasion.
- 13.6 Without deviating from provisions of these Terms and Conditions, the Calculation Agent may prescribe such further provisions relating to the convention of and holding of the Noteholders' Meeting as it considers appropriate. Such provisions may include, among other things, the possibility of Noteholders voting without attending the meeting in person or that electronic voting or a written voting procedure shall be used.
- 13.7 Only a person who is or has been provided with a power of attorney in accordance with Section 4 (*Right to act on behalf of Noteholders*) by someone who is a Noteholder on the Record Date for the Noteholders' Meeting, may exercise voting rights at such Noteholders' Meeting, provided that the relevant MTN is covered by the Adjusted Loan Amount. The Calculation Agent may attend the Noteholders' Meeting and shall ensure that an extract from the debt register maintained by Euroclear Sweden on the Record Date for the Noteholders' Meeting, is available at the Noteholders' Meeting.
- 13.8 The Noteholder and the Calculation Agent, and their respective representatives or advisors, are entitled to participate at the Noteholders' Meeting. The Noteholders' Meeting may decide that another person may attend. Representatives shall submit a duly issued power of attorney to be approved by the chairperson of the Noteholders' Meeting. The Noteholders' Meeting shall commence with the appointment of a chairperson, a secretary to take the minutes, and persons to attest the minutes. The chairperson shall prepare a list of Noteholders that are present and entitled to vote at the meeting, with information on the proportion of the Adjusted Loan Amount that is held by each respective Noteholder (the "**Voting Register**"). The Voting Register shall thereafter be approved by the Noteholders' Meeting. When applying these provisions, Noteholders who have provided their vote through electronic voting, ballot paper or the equivalent shall be deemed to present at the Noteholders' Meeting. Only those who were Noteholders or representatives for such Noteholders on the Business Day of the Noteholders' Meeting, and who are covered by the Adjusted Loan Amount, are entitled to vote and shall be included in the Voting Register. The Issuer shall be granted access to relevant voting calculations and the basis for these. The minutes shall be completed as soon as possible and made available to Noteholders, the Issuer, and the Calculation Agent.
- 13.9 Decisions on the following matters requires the approval of Noteholders representing not less than ninety (90) per cent. of the Adjusted Loan Amount of which Noteholders are voting under the relevant Loan at the Noteholders' Meeting:
- (a) a change of the Maturity Date, reduction of Nominal Amount, changes in terms relating to interest or amount to be repaid (other than in accordance with the Loan Terms, including what follows from the from the application of Section 7 (*Replacement of Base Rate*)) or change in the specified Currency of the Loan;

- (b) a change to the terms of this Section 13;
  - (c) a substitution of debtor; and
  - (d) a mandatory exchange of MTN for other securities.
- 13.10 Matters that are not covered by Section 13.9 require the approval of Noteholders representing more than fifty (50) per cent. of the part of the Adjusted Loan Amount for which Noteholders are voting under the relevant Loan at the Noteholders' Meeting. This includes, but is not limited to, changes to and waivers of rights related to the Loan Terms that do not require a greater majority (other than changes as described in Section 14 (*Change of terms, etc.*)) and termination of Loans.
- 13.11 A Noteholders' Meeting is quorate if Noteholders representing not less than fifty (50) per cent. of the Adjusted Loan Amount under the relevant Loan in respect of a matter in Section 13.9 and otherwise twenty (20) per cent. of the Adjusted Loan Amount under the relevant Loan are attending at the meeting in person or via telephone (or by a representative with a power of attorney).
- 13.12 If a Noteholders' Meeting has not met the necessary quorum requirements, the Calculation Agent shall convene a new Noteholders' Meeting (in accordance with Section 13.2) provided that the relevant proposal has been withdrawn by the party or parties that initiated the Noteholders' Meeting. The quorum requirement in Section 13.11 shall not apply at such new Noteholders' Meeting. If the Noteholders' Meeting has met the quorum requirements for some but not all matters which are to be decided on the Noteholders' Meeting, decisions shall be made in those matters for which a quorum is present whereas any other matters shall be referred to a new Noteholders' Meeting.
- 13.13 A decision at a Noteholders' Meeting that extends obligations or limits rights of the Issuer, an Issuing Dealer or the Calculation Agent under the Loan Terms shall also require approval of the party concerned.
- 13.14 A Noteholder that holds more than one MTN does not have to vote for all the MTN it holds and does not have to vote in the same way for all the MTN it holds.
- 13.15 The Issuer may not, directly or indirectly, pay or contribute to the payment of any compensation to any Noteholder in order that this Noteholder will give its approval under the Loan Terms, unless such compensation is offered to all Noteholders that give their approval at a relevant Noteholders' Meeting.
- 13.16 A decision made at a Noteholders' Meeting is binding on all Noteholders under the relevant Loan, irrespective of whether they are represented at the Noteholders' Meeting.

Noteholders shall not be liable for any losses that the decision causes to other Noteholders.

- 13.17 The Calculation Agent's reasonable costs and expenses occasioned by a Noteholders' Meeting, including reasonable payment to the Calculation Agent, shall be paid by the Issuer.
- 13.18 At the request of the Calculation Agent, the Issuer shall without delay provide the Calculation Agent a certificate stating the total Nominal Amount for MTN held by Group Companies on the relevant Record Date prior to a Noteholders' Meeting, irrespective of whether such Group Company is directly registered as the owner of MTN. The Calculation Agent shall not be responsible for the content of such certificate or otherwise be responsible for determining whether a MTN is owned by a Group Company.
- 13.19 Noteholders under the relevant Loan shall be notified, without delay, of any and all decisions made at a Noteholders' Meeting through a press release published on the Issuer's website and in accordance with Section 16 (*Notices*). At the request of a Noteholder, the Calculation Agent shall provide the Noteholders the minutes of the relevant Noteholders' Meeting. However, failure to notify the Noteholders as stated above in this section does not affect the validity of the decision.

#### **14. CHANGE OF TERMS ETC.**

- 14.1 The Issuer and the Dealers may agree on adjustments to correct any clear and obvious errors in these Terms and Conditions.
- 14.2 The Issuer and the Calculation Agent may agree on adjustments to correct any clear and obvious errors in the Final Terms of certain Loans.
- 14.3 The Issuer and the Arranger or the Independent Adviser may, without the approval of the Noteholders, agree on and execute amendments to the Loan Terms in accordance with what is described in Section 7 (*Replacement of Base Rate*) and such amendments will be binding on those covered by the Loan Terms.
- 14.4 Engagement of a new Dealer to the MTN Programme may be made through an agreement between the Issuer, the dealer in question and the other Dealers. A Dealer may resign as a Dealer, but a Calculation Agent in respect of a specific Loan may not resign unless a new Calculation Agent is appointed in its place.
- 14.5 Amendments to or concession of Loan Term in cases other than as set out in Sections 14.1 to 14.4 shall take place through a decision at a Noteholders' Meeting as described in Section 13 (*Noteholders' Meeting*).
- 14.6 A decision at a Noteholders' Meeting of an amendment to the terms may include the objective content of the amendment and need not contain a specific wording of the amendment.
- 14.7 A decision on an amendment of the terms shall also include a decision in respect of when the amendment enters into force. However, an amendment shall not enter into force until

it has been registered with Euroclear Sweden (where applicable) and published on the Issuer's website.

- 14.8 The amendment or concession of Loan Terms in accordance with this Section 14 shall be promptly notified by the Issuer to the Noteholders in accordance with Section 16 (*Notices*) and published on the Issuer's website.

## **15. PRESCRIPTION**

- 15.1 Claims for the repayment of principal shall be prescribed ten (10) years after the Maturity Date. Claims for the payment of interest shall be prescribed three (3) years after the relevant Interest Payment Date. Upon prescription, the Issuer shall be entitled to keep the funds that has been reserved for such payments.
- 15.2 If a period of limitation is tolled, a new limitation period of ten (10) years will commence for claims in respect of principal and three (3) years for claims in respect of interest amounts, in both cases calculated from the day of the tolling of the limitation period, as such date is determined pursuant to the provisions of the Swedish Limitations Act (Sw: *preskriptionslagen (1981:130)*).

## **16. NOTICES**

- 16.1 Notices shall be given to the Noteholders of the relevant Loan at the address registered with Euroclear Sweden on the Record Date prior to dispatch. A notice to the Noteholders shall also be published through a press release and published on the Issuer's website.
- 16.2 Notices to the Issuer or Dealers shall be provided at the address registered with the Swedish Companies Registration Office (Sw: *Bolagsverket*) on the Business Day prior to dispatch.
- 16.3 A notice to the Issuer or Noteholders in accordance with the Loan Terms that is sent by normal mail to the stated address shall be deemed to have been received by the recipient on the third Business Day after dispatch and notice sent by courier shall be deemed to have been received by the recipient when delivered to the specified address.
- 16.4 In the event a notice is not sent correctly to a certain Noteholder the effectiveness of notice to other Noteholders shall be unaffected.

## **17. LIMITATION OF LIABILITY, ETC.**

- 17.1 With regards to the obligations imposed on the Dealers, the Dealers shall not be held liable for any losses arising out of any Swedish or foreign legislation, actions by Swedish or foreign public authorities, acts of war, strikes, blockades, boycott, lockout or any other similar circumstance. The reservation in respect of strikes, blockades, boycotts and

lockouts applies even if the concerned Dealer itself takes such measures or is subject to such measures.

- 17.2 Losses arising in other cases shall not be compensated by a Dealer if the relevant Dealer has exercised due care. In no circumstance shall compensation be paid for indirect losses.
- 17.3 Should a Dealer not be able to fulfil its obligations due to any circumstance set out in Section 17.1, such actions may be postponed until the obstacle has been ceased.
- 17.4 The aforesaid shall apply unless otherwise provided in the Swedish Financial Instruments Accounts Act.

## **18. GOVERNING LAW AND JURISDICTION**

- 18.1 This Loan Terms and any other non-contractual obligations arising out of or in connection with the Loan Terms shall be governed by Swedish law.
- 18.2 Disputes shall be settled by Swedish courts. Stockholm District Court (Sw: *Stockholms tingsrätt*) shall be the court of first instance.

We hereby confirm that the above Terms and Conditions are binding upon us.

Stockholm 21 April 2023

LANTMÄNNEN EK FÖR

## 6 Form of Final Terms

### APPENDIX 1

#### FORM OF FINAL TERMS

#### FINAL TERMS LOAN NO [•]

#### UNDER LANTMÄNNEN EK FÖR:S ("THE ISSUER")

#### MTN PROGRAM

The Loan shall be subject to Terms and Conditions dated [14 April 2021]/[20 April 2022]/[[21 April 2023] and the Final Terms set out below. Definitions not defined in these Final Terms shall have the meaning described in the Terms and Conditions or otherwise in the Issuer's Base Prospectus, approved and registered with the Swedish Financial Supervisory Authority on [•], including any, from time to time, published supplemental prospectuses (the "**Base Prospectus**") prepared in accordance with Article 8.1 of the Regulation (EU) 2017/1129 of the European Parliament and of the Council. This document constitutes the Final Terms for the Loans and has been prepared in accordance with Article 8.5 of the Regulation (EU) 2017/1129 of the European Parliament and of the Council. Full information on the Issuer and the Loan is only available on the basis of the combination of these Final Terms and the Base Prospectus (as supplemented).

The Base Prospectus and any supplemental prospectuses are available on the Issuer's website ([www.lantmannen.se](http://www.lantmannen.se)) and may also be requested free of charge from the Issuer's headquarter.

[[These Final Terms replace the Final Terms dated [insert date], whereupon the Nominal Amount has been increased from [SEK]/[EUR] [amount in numbers] to [SEK]/[EUR] [amount in numbers].]

#### GENERAL

1. **Series Number:** [•]
  - (i) Tranche Number: [•]
2. **Aggregate Nominal Amount:**
  - (i) Series: [•]
  - (ii) Tranche 1: [•]
  - [(iii) Tranche 2: [•]]
3. **Issue Price per MTN:** [•] per cent. Of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
4. **Currency:** [Swedish kronor ("SEK")]/[Euro ("EUR")]
5. **Specified Denomination(s):** [SEK]/[EUR] [•] (the amount may not be less than EUR 100,000 or corresponding amount in SEK)
6. **Issue Date:** [•]

- (i) Settlement Date: [•]
7. **Interest Commencement Date:** [•]
8. **Maturity Date:** [•]
9. **Interest Structure:** [Fixed Rate]  
[STIBOR/EURIBOR FRN (Floating Rate Notes)]  
[Zero Coupon]
10. **Amount with which MTN is to be redeemed on the Maturity Date:** 100 per cent. of the nominal amount.
11. **Call Option:** [Issuer Call]/[Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Provisions in relation to voluntary redemption [The Issuer may redeem the MTN prior to the Maturity Date in accordance with Section 9 (*Voluntary Redemption*) of the Terms and Conditions on [•] [and each Interest Payment Date thereafter] at [•] per cent of the nominal amount]

#### PROVISIONS RELATING TO INTEREST PAYABLE

12. **Fixed Rate Provisions:** [Applicable]/[Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Rate of Interest: [•] per cent per annum
- (ii) Day Count Convention: [(30/360)]
- (iii) Interest Payment Day(s): [•] in each year, first time [•] and last time [•], however if such a day is not a Business Day, interest will not be paid until the following Business Day. However, interest is only calculated and payable up to and including the Interest Payment Date
- (N.B. This will need to be amended in the case of long or short coupons)*
13. **Floating Rate Provision (FRN):** [Applicable]/[Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Base Rate: [•] month(s) [STIBOR]/[EURIBOR]  
[The Base Rate for the first interest period shall be calculated using linear interpolation]

- between [•] month(s) [STIBOR]/[EURIBOR] and [•] month(s) [STIBOR/EURIBOR]]
- (ii) Margin: [+/-] [•] per cent per annum, of the nominal amount
- (iii) Day Count Convention: [(Actual/360)]
- (iv) Interest Determination Date: [The second/[•]] Business Day prior to the first day of each Interest Period, beginning on [•]
- (v) Interest Period: The time from [•] to and including [•] (the first Interest Period), and thereafter each period of approximately [•] months ending on an Interest Payment Date.
- (vi) Interest Payment Date(s) [•], [•], [•] and [•] in each year, first time [•] up to including the Maturity Date, however if such day is not a Business Day, the Interest Payment Date shall be deemed to be the next Business Day, provided that such Business Day does not occur in a new calendar month, in which case the Interest Payment Date shall be deemed to be the previous Business Day. The Interest will be calculated and payable up to and including each relevant Interest Payment Date.
14. **Zero Coupon:** [Applicable]/[Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Terms for Loans without Interest: [Not Applicable]/[Specify details]

#### OTHER INFORMATION

15. **Issuing Dealer(s):** [Swedbank AB (publ)]/[Danske Bank A/S Danmark, Sverige Filial]/[Nordea Bank Abp]/[Skandinaviska Enskilda Banken AB (publ)]/[•]
16. **Calculation Agent:** [Swedbank AB (publ)]/[Danske Bank A/S Danmark, Sverige Filial]/[Nordea Bank Abp]/[Skandinaviska Enskilda Banken AB (publ)]/[•]
17. **Admission to trading:** [An application in relation to admission to trading will be submitted to [Nasdaq Stockholm AB]/[specify other regulated market]]
- (i) Estimate of total expenses related to admission to trading: [•]

- (ii) Total numbers of securities admitted to trading: [•]
- (iii) The earliest date on which the securities will be admitted to trading: [•]
18. **Green Bonds:** [Applicable]/[Not Applicable]  
(If applicable, specify below)  
Green Bond Terms dated [•] applies to this Loan.
19. **Interests of natural and legal persons involved in the issue:** [Not Applicable]/[Specify]  
(If applicable, describe *the interests of any natural or legal persons involved in the issue, that might be of significance to the Issue, including possible conflicts of interest*)
20. **Applicable specific risk factors:** [In accordance with the risk factor with the heading [*specify*] in the Base Prospectus] ["Risks associated with Green Bonds"] in the Base Prospectus]
21. **Clearing:** Euroclear Sweden AB
22. **ISIN:** SE[•]
23. **Issue rating:** [Not Applicable]/[Specify]
24. **Date of approval for the issue:** [•]
25. **Estimated net proceeds:** [SEK]/[EUR] [•] less customary transaction costs and fees
26. **The use of the proceeds:** [Specify]/[In accordance with the Green Bond Terms]

The Issuer hereby confirms that the above Final Terms are applicable to Loan, together with the Terms and Conditions and undertakes to repay the Loan and to, where applicable, pay interest in accordance herewith. [The Issuer further confirms that it has disclosed all material events that has occurred after the date of the Base Prospectus, that could affect the market's assessment of the Issuer.]

[Stockholm] [Date of signing]

LANTMÄNNEN EK FÖR

## **7 Information about the Issuer**

### **7.1 Description of the Issuer**

Lantmännen ek för, with registration number 769605-2856, is a cooperative association (Sw. *ekonomisk förening*) incorporated in Sweden on 1 January 2001 under the laws of Sweden. The original Svenska Lantmännens Riksförbund was established on 30 August 1905. The Issuer's form of association is regulated by the Cooperative Associations Act (*lag (2018:672) om ekonomiska föreningar*). The Issuer was registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on 26 January 2000. The registered office of the Issuer is located in Stockholm with postal address Box 30192, 104 25 Stockholm and visiting address S:t Göransgatan 160 A, 112 17 Stockholm. The Legal Entity Identifier Code of the Issuer is 529900AB08F05L4HWU11.

The governance of the Group is based on, *inter alia*, the Issuer's statutes, the Cooperative Associations Act, the Code of Governance of Cooperative and Mutual Enterprises and other applicable laws and regulations.

The Issuer is an agricultural association owned by its members. According to the statutes of the Issuer, the purpose of the Issuer is to enhance the members' economic interests by way of purchasing, refining and selling products from the members' plant cultivation as well as marketing and selling input materials for the use in the members' production (plant cultivation, animal production and forestry), operating trade of construction goods, machines and equipment for the use in the members' production, carry out activities in the food sector and other production areas and services to the extent that the executive board considers it appropriate, owning and managing real estate and engaging in financial activities, enhancing the technical and economic development of agriculture, enhancing the agriculturalists' association business and engaging in activities compatible or related hereto.

### **7.2 Main business**

The Issuer is an agricultural association, operating in agriculture, machinery, bioenergy and food. The Issuer is owned by approximately 19 000 Swedish farmers and the Issuer had about 10 000 employees as per 31 December 2022. The Issuer operates on an international market with Sweden as its base of operations. During the year 2022 the Issuer had a turnover of approximately SEK 60,6 billion.

The main objective of the Issuer's business is the farmland and its potentials. With the base of grains, the Issuer enhances the resources of the farmland for a viable agriculture and takes responsibility from field to fork.

The Group consists of the parent company Lantmännen ek för and approximately 160 units in, amongst others, Sweden, Denmark, Finland, Norway, the Baltics, Belgium, France, the Netherlands, the United Kingdom, Germany and the USA. The Group is organised in three sectors – the Agriculture Sector, the Energy Sector and the Food Sector. In addition, there are two separate business areas, Swecon and Real Estate, as further described below.



The turnover in 2022 was allocated to the respective sectors as follows: 47 per cent (Agriculture Sector), 10 per cent (Energy Sector), 29 per cent (Food Sector), 13 per cent (business area Swecon) and 1 per cent (business area Real Estate).

### 7.2.1 Agriculture Sector

The Agriculture Sector constitutes the Issuer's core business in developing and offering products and services for strong and competitive farming. The Agriculture Sector is based in Sweden with presence in the Baltic Sea region through international wholly and partially owned companies. The sector includes Lantmännen Maskin and also, amongst others, the trademarks Valtra, Fendt, Väderstad och KUHN. Lantmännen Maskin imports, markets and sells agricultural machinery and spare parts as well as provides services in Sweden. Lantmännen Krafft is also part of the sector and is the largest supplier of horse feed in Sweden. The Agriculture Sector also operates in Finland through the companies Lantmännen Agro Oy and Lantmännen Feed Oy. In addition, the sector is responsible for the Issuer's joint ownership in the German HaGe Kiel, the Baltic Scandagra Group and the Polish Scandagra Polska.

### 7.2.2 Energy Sector

The Energy Sector is one of Sweden's largest producers of bioenergy products and operates on a global market with its main focus in Europe. The sector's companies produce and market sustainable ethanol fuel, protein feed, carbon dioxide, starch products, gluten, vodka, beta glucan, oat protein, alkylate petrol, lubricants and other chemical products. The sector includes Lantmännen Biorefineries with its business areas Lantmännen Agroetanol, Lantmännen Functional Foods, Lantmännen Oats and Lantmännen Reppe. The wholly owned company Lantmännen Aspen is also part of the sector. On 1 April 2022, the Issuer completed the acquisition of Neova Group's stake in Scandbio AB, Sweden's largest company within solid refined wood fuels. As a result thereof, the Issuer became the sole owner of Scandbio.

Lantmännen Agroetanol is a large-scale biorefinery with grain being the main raw material. The company enhances the renewable raw material into products as alternatives to fossil products or non-sustainable products. Grain and starchy residues are processed to ethanol for the fuel market, carbonic acid and other technical products as well as protein products for the feed market.

Lantmännen Functional Foods develops, markets and sells special foods (medical and functional foods), dietary supplements and ingredients with health claims for both food and animal feed.

Lantmännen Oats creates value from oats through the processing of beta glucan and oat protein. These ingredients are sold to companies active in bakery, health foods and sport nutrition.

Lantmännen Aspen includes the trademarks Aspen, Agro Oil and Marline. The company manufactures and markets environmentally friendly fuels, lubricants and other chemical products. The products are produced in Sweden and France and are sold in approximately 30 countries in Europe and North America. As part of its growth strategy, Lantmännen Aspen acquired the British company Coryton in February 2022, which is a leading supplier of customised and sustainable fuels.

Lantmännen Reppe creates value of wheat by way of processing it into wheat gluten, vodka, starch products and animal feed. Lantmännen Reppe produces and distributes ingredients and finished goods to the food industry, the paper industry and the beverage industry.

### 7.2.3 *Food Sector*

The Food Sector enhances grains and other raw materials from the farmland and produces, amongst other things, wheat, bread, breakfast products, pasta and ready-to-eat meals. The base of the Food Sector is in the Nordic countries but it has global presence by way of sales in more than 60 countries. The sector consists of Lantmännen Cerealia and Lantmännen Unibake and the company's ownership interest in the partly-owned company Viking Malt. The Food Sector produces food on 47 sites in 15 countries.

Lantmännen Cerealia develops, produces and markets grain-based products such as flour, grains, muesli, granola, pasta, pancakes and crispbread, a vegetarian assortment of legumes, seeds, food grain and vegetarian products as well as ready-to-eat meals. Lantmännen Cerealia operates in Sweden, Norway, Denmark, Finland and Ukraine with sales through the food retail, the foodservice-sector as well as directly to industrial bakeries and food producers. Lantmännen Cerealia also has significant exports to about 30 countries globally. Lantmännen Cerealia includes trademarks such as AXA, START, Kungsörnen, FINN CRISP, GoGreen and Gooh.

Lantmännen Unibake is one of Europe's largest bakery groups with more than 30 larger bakeries and operations in over 20 countries as well as sales in over 60 countries globally. Lantmännen Unibake supplies bake-off and fresh bakery products to the food retail and service markets within food. Lantmännen Unibake includes trademarks such as Korvbrödsbagarn, Hatting, Schulstad, Vaasan and Bonjour.

In September 2021, the Issuer signed an agreement to acquire the Finnish group Myllyn Paras. Myllyn Paras is a Finnish food company with processing of grains as its core business. The company conducts mill operations with production of breakfast and pasta products as well as a bakery for the purpose of frozen bakery products. The acquisition of Myllyn Paras was completed in June 2022.

### 7.2.4 *Business area Swecon*

The business area Swecon is a partner of Volvo Construction Equipment and a dealer in machinery for the construction and civil engineering industry in Sweden, Germany and the Baltics. Business area Swecon offers a wide range of plant machines, equipment, spare parts, education, service and support. The product range include construction equipment such as wheel loaders, digging machines, dumpers, tipping trucks and road construction machines.

### 7.2.5 *Business area Real Estate*

The business area Real Estate includes Lantmännen Fastigheter and joint ownership in Lanthem Samhällsfastigheter AB. Lantmännen Fastigheter manages commercial premises such as offices, stores, workshops and warehouses. Lantmännen Fastigheter manages approximately 150 objects with a total area of 1 200 000 m<sup>2</sup> in 90 locations, leased both externally and

internally. The purpose of Lantmännen Fastigheter is to provide the Issuer with suitable real estate and premises and to optimise external revenue.

### **7.3 Organisation and ownership structure**

The Issuer is a member owned association, where the member is both user and owner of the Issuer. In accordance with the articles of association of the Issuer, the members shall conduct farming or food production. The Issuer operates as a cooperative and is owned by approximately 19 000 Swedish farmers. The owners have an equity stake in the Issuer and jointly own the industrial operations. The members are entitled to the Issuer's surplus.

The Issuer is the parent of the Group. As per 31 December 2022 the Issuer had approximately 160 wholly and partly owned subsidiaries in Sweden and abroad. In addition, the Group is a shareholder in several international companies. As the Issuer's operations are partially conducted through its subsidiaries, the Issuer is dependent on its subsidiaries to generate profit and cashflow as well as to meet its obligations under the MTN Programme.

The Issuer has group functions with the objective to operate its respective business and support the Group's leadership and the divisions in matters which are of mutual interest to the Group. The group functions are Economy and Finance, Owner Relations, Communication and Human Resources, Marketing and Brand, Research and Development, IT, Legal and Compliance, Sustainable Development and Mergers & Acquisitions and Business Development.

### **7.4 Information on trends and material changes in the Issuer's financial situation**

There have been no significant changes in the Group's financial performance or financial position since the end of the last financial period, nor have there been any other recent events specific to the Issuer that could have a material impact on the solvency of the Issuer.

### **7.5 Board of Directors**

According to the articles of association, the Issuer's Board of Directors consists of a minimum of 7 and a maximum of 11 members elected by the general meeting. The Board of Directors also consists of three employee representatives. The board members elected by the general meeting are elected for two years at a time. All of the board members can be contacted via the Issuer's head office on the address S:t Göransgatan 160 A, 104 25 Stockholm, Sweden.

#### **Per Lindahl (born 1964) – Chairman**

Other assignments: Chairman of Lantmännen Dansk Landbrugs Grovvarereselskab International AB, Board member of Viking Malt Aktiebolag, Mosslunda Holding AB, Köpinge - Vrams vattenförening, ek för and Kungliga Skogs- och Lantbruksakademien (KSLA). Chairman of Stiftelsen Jacob Bennets fond and Kristianstadstiftelsen for the development of primary production within food. Board member of Lantmännens Forskningsstiftelse, SL-stiftelsen, VL-stiftelsen and Stiftelsen Svenska Kycklinguppfödare.

#### **Jan Ehrensverd (born 1968) – Vice Chairman**

Other assignments: - Chairman of Tosterups Gård AB, TreForm Packaging AB and Äppelriket Österlen ekonomisk förening. Board member of Viking Malt AB and ALSOCA Förvaltning AB.

**Gunilla Aschan (born 1960) – Board member**

Other assignments: Board member of Landshypotek Bank Aktiebolag, Fyrklövern ekonomi och juridik AB and Ellen Key's stiftelse Strand.

**Sonat Burman-Olsson (born 1958) – Board member**

Other assignments: Board member of PostNord AB, Lindab International AB and Raizen S.A.

**Johan Bygge (born 1956) – Board member**

Other assignments: Chairman of Scandi Standard AB (publ), Guard Therapeutics International AB (publ), Jmarc 2 AB and JMARC AB. Vice chairman of AP3. Board member of Getinge AB (publ), Capman OYJ and Praktikertjänst AB.

**Jenny Bengtsson (born 1984) – Board member**

Other assignments: Board member of JeBe Veterinärpraktik AB.

**Jan-Erik Hansson (born 1963) – Board member**

Other assignments: -

**Henrik Wahlberg (born 1967) – Board member**

Other assignments: Board member of Övertorneå Energi Försäljning AB, Sparbanken Nord, Övertorneå Energi AB and Luttugården AB.

**Per Wijkander (born 1977) – Board member**

Other assignments: Board member of 4 Tunnlund AB, Håtunaholm AB, Håtunaholm H.T.H. AB, Håtunaholm AB and Håbo Häradsallmänning. Alternate board member of Håtuna HTH Holding AB. Alternate auditor of Maskinringen Mälardalen, ek för.

**Tommy Brunsärn (born 1959) – Board member as employee representative**

Other assignments: -

**Pär-Johan Lööf (born 1966) – Board member as employee representative**

Other assignments: Board member of Naturbutiken på Öland AB, Ideella föreningen Odling i Balans med firma Odling i Balans and Stiftelsen jordbruks- och miljöteknisk forskning.

**Tomas Welander (born 1961) – Board member as employee representative**

Other assignments: -

**Tove Cederborg (born 1964) – Senior Vice President General Counsel Lantmännen Group Secretary of the Board**

Other assignments: -

## **7.6 Group Management**

Information about the members of the Issuer's group management team is listed below. The members of the group management team can be contacted via the Issuer's head office at S:t Göransgatan 160 A, 104 25 Stockholm, Sweden.

**Magnus Kagevik (born 1967) – Group President and CEO**

Other assignments: CEO and board member of Lantmännen Energi Aktiebolag. Chairman of Lantmännen Oats AB, Lantmännen Agroetanol AB, Lantmännen Reppe AB and Lantmännen Aspen AB. Chairman of Lantmännen Dansk Landbrugs Grovvarereselskab International AB, Lantmännen Agrovärme AB, Scandbio AB, Drivkraft Sverige AB, Viking Malt Aktiebolag and Hauptgenossenschaft Nord AG.

**Per Arfvidsson (born 1962) – Executive Vice President, Head IT, Digital development, Public affairs, Sustainable development and R&D**

Other assignments: Chairman of Sweden Food Arena, ek för and Agronod AB. Board member of Lantmännen Functional Foods AB, Foodhills AB and Lantmännen Unibake Holding AB. Alternate board member of Lantmännen Medical AB.

**Elisabeth Ringdahl (born 1965) – Executive Vice President Agriculture Sector**

Other assignments: Chairman of Lantmännen Seed AB, Lantmännen Maskin AB, Rezekne JSC and Lantmännen Agro Oy. Board member of ThermoSeed Global AB, Scandagra Group AB, NötCenter Viken AB and Scandagra Polska Spzoo.

**Niklas Lindberg (born 1974) - Executive Vice President Swecon Business area**

Other assignments: Chairman of X-Innovations Förvaltning AB and Swecon Anläggningsmaskiner AB. Board member of Hyttbäcken Invest AB.

**Lars-Gunnar Edh (born 1969) – Executive Vice President Energy Sector**

Other assignments: Board member and CEO of Lantmännen Reppe AB and Lantmännen Agroetanol AB. Board member of Drivkraft Sverige AB

**Thomas Isaksson (born 1970) – Executive Vice President Lantmännen Cerealia Business area**

Other assignments:

**Carsten Lyngsø Thomsen (born 1967) –Executive Vice President Lantmännen Unibake Business area**

Other assignments:

**Michael Sigsfors (born 1974) – Senior Vice President CFO**

Other assignments: Chairman of Lantmännen Finans AB and Lantmännen Dansk Landbugs Grovvarereselskab International Invest AB. Board member of Lantmännen Fastigheter AB, Lantmännen Unibake Holding AB and Lantmännen Dansk Landbugs Grovvarereselskab International AB

**Elisabeth Wallin Mononen (born 1959) – Senior Vice President HR & Communication**

Other assignments: Chairman of ICEM Management & Investment AB. Alternate board member of Hagabergs Mekaniska Aktiebolag, Vaggeryds Attachment AB, Örentorp Förvaltning AB and O. Bodins Mekaniska AB.

**Tove Cederborg (born 1964) – Senior Vice President General Counsel**

Other assignments: Chairman of Lantmännen Energi Aktiebolag. Board member of Lantmännens Gemensamma Pensionsstiftelse Grodden.

## **7.7 Other information on the Board of Directors and Group Management**

None of the members of the board of directors or of the group management team have, to the Issuer's knowledge, any existing or potential conflicts of interest with respect to his/her obligations towards the Issuer and his/her private interests and/or other obligations. Some of the board members and executive directors are active farmers and members of the Issuer.

## **7.8 Auditor**

Lantmännen is audited by authorised and appointed auditors, who are elected for one year at a time. The authorised auditor has been Ernst & Young AB ("EY") since 2006 and EY was re-

elected as the Issuer's auditing firm at the general meeting held on May 5, 2022 for the period until the end of the general meeting 2023. Andreas Troberg is the principal auditor from EY (authorised auditor and member of FAR). Maude Fyrenius, Jimmy Grinsvall and Kristina Glantz Nilsson are appointed auditors. Andreas Troberg can be contacted at address c/o Ernst & Young AB, Box 7850, 103 99 Stockholm.

## **7.9 Advisors**

Advokatfirman Vinge KB is the Issuer's legal advisor in connection with the establishment of the Base Prospectus. In its capacity as Dealers, Swedbank, Danske Bank, Nordea and Skandinaviska Enskilda Banken provide, amongst other things, financial advice. Vinge and the Dealers may provide additional advice and other financing services than in respect of the MTN Programme. As compensation for the advisor's work in connection with the establishment of the Base Prospectus the advisors will, subject to certain reservations, be reimbursed by the Issuer for the costs incurred by them.

## **7.10 Material agreements**

No material agreements or contracts not entered into in the ordinary course of the Issuer's business and which may entail that a right is conferred, or an obligation is imposed a company within the Group that may have a material impact on the Issuer's ability to meet its obligations and commitments towards the Noteholders have been concluded.

## **7.11 Disputes, arbitration and other legal proceedings**

In October 2014, the European Commission carried out unannounced inspections at several companies in Europe active in the bioenergy sector, including Lantmännen Agroetanol i Norrköping. Since October 2014, the European Commission has investigated Lantmännen Agroetanol and other companies for alleged infringement of EU competition law in respect of the ethanol business. Based upon the European Commission's final decision, there is a risk that Lantmännen Agroetanol will be obligated to pay fines, and since 2019 Lantmännen Agroetanol records a provision of SEK 500,000,000.

Except for the above, the Issuer is not part of any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened which the Issuer is aware of could arise) during the previous twelve months which may have, or have had in the recent past, significant effects on the Issuer's financial position or profitability.

## **7.12 Preliminary date for listing, market and costs related to listing**

The Issuer will file the application for registration of specific MTN with Nasdaq Stockholm or another regulated market pursuant to the Final Terms.

## **7.13 Documents available for inspection**

Copies of the Issuer's articles of association and certificate of registration are available in paper form under office hours throughout the period of validity of the Base Prospectus at the Issuer's head office located at S:t Göransgatan 160 A, 104 25 Stockholm. Furthermore, copies of all documents incorporated into this Base Prospectus by reference are available in paper form under office hours throughout the period of validity of this Base Prospectus at the Issuer's head office located at S:t Göransgatan 160 A, 104 25 Stockholm, Sweden as well as electronically at [www.lantmannen.com](http://www.lantmannen.com).

## 7.14 Documents incorporated by reference

The following documents are incorporated in the Base Prospectus by reference. The documents have previously been published.

Information	Source
The Issuer's audited income statement and balance sheet (s. 69, 75), cash flow analysis (s. 77), changes in equity (s. 78), notes (s. 84–130), information on accounting principles (s. 84–91) and auditor's report (s. 132–135)	Annual report for 2021 <a href="https://www.lantmannen.com/44eb81/siteassets/documents/01-om-lantmannen/press-och-nyheter/publikationer/arsredovisningar/annual-report-with-sustainability-report-2021.pdf">https://www.lantmannen.com/44eb81/siteassets/documents/01-om-lantmannen/press-och-nyheter/publikationer/arsredovisningar/annual-report-with-sustainability-report-2021.pdf</a>
The Issuer's audited income statement and balance sheet (s. 68, 74), cash flow analysis (s. 76), changes in equity (s. 77), notes (s. 83–130), information on accounting principles (s. 83–90) and auditor's report (s. 132–135)	Annual report for 2022 <a href="https://www.lantmannen.com/44e993/siteassets/documents/01-om-lantmannen/press-och-nyheter/publikationer/arsredovisningar/annual-report-with-sustainability-report-2022.pdf">https://www.lantmannen.com/44e993/siteassets/documents/01-om-lantmannen/press-och-nyheter/publikationer/arsredovisningar/annual-report-with-sustainability-report-2022.pdf</a>
The Issuer's Terms and Conditions dated 14 April 2021 (pp. 25-42)	The Issuer's base prospectus dated 14 April 2021 <a href="https://www.lantmannen.se/siteassets/documents/01-om-lantmannen/press-och-nyheter/publikationer/finansiering/vinge-7924934-v1-lantmannen_mtn_2021_-_prospekt.pdf">https://www.lantmannen.se/siteassets/documents/01-om-lantmannen/press-och-nyheter/publikationer/finansiering/vinge-7924934-v1-lantmannen_mtn_2021_-_prospekt.pdf</a>
The Issuer's Terms and Conditions dated 20 April 2022 (pp. 26-44)	The Issuer's base prospectus dated 20 April 2022 <a href="https://www.lantmannen.se/453ffb/siteassets/documents/01-om-lantmannen/finansiell-information/lantmannen-mtn-prospekt-2022.pdf">https://www.lantmannen.se/453ffb/siteassets/documents/01-om-lantmannen/finansiell-information/lantmannen-mtn-prospekt-2022.pdf</a>

The parts of the documents listed above that have not been incorporated by reference are not deemed relevant for investors in MTN. In addition to the information incorporated in the Base Prospectus by reference, information on the Issuer's website or any other specified website is not part of the Base Prospectus and has not been examined or approved by the competent authority.

## 7.15 Audit of the annual historical information

The consolidated financial statements of the Issuer for the financial years 2021 and 2022 have been prepared in accordance with the International Financial Reporting Standards (IFRS) as adopted by the European Union and in accordance with the Swedish Annual Reports Act (Sw. *Årsredovisningslag (1995:1554)*). IFRS also includes International Accounting Standards (IAS) and interpretations to the standards named IFRIC and SIC. In addition to the Annual Reports Act and IFRS, the Issuer applies the Supplementary Accounting Rules for Groups (Sw. *Rådet för finansiell rapporterings rekommendation RFR 1, Kompletterande redovisningsregler för koncerner*). The Issuer's financial statements for 2021 and 2022 are prepared in accordance

with the Annual Reports Act and the Supplementary Accounting Rules for Legal Persons (Sw. *Rådet för finansiell rapporterings rekommendation RFR 2, Redovisning för juridiska personer*).

The financial information set out in the financial statements for 2021 and 2022 have been reviewed by the Issuer's auditor in charge Anders Kriström as well as of the at the time of the review of the financial statements for 2021 and 2022 appointed auditors Maude Fyrenius, Kristina Glantz Nilsson and Jimmy Grinsvall. The audit of the financial statements has been conducted in accordance with generally accepted auditing standards in Sweden and the audit reports have been issued without qualification. Except for what is stated in the auditor's report, which has been incorporated in this Base Prospectus by reference, or what is otherwise expressly stated, no information in this Base Prospectus has been reviewed by the Issuer's auditor.

## 8 Definitions

<b>Base Prospectus</b>	means this base prospectus, including all documents incorporated hereto by reference.
<b>Calculation Agent</b>	means (i) if a Loan has been issued by two or more Issuing Dealers, the Issuing Dealer designated by the Issuer to be responsible for certain administrative tasks relating to the Loan in accordance with the Final Terms; and (ii) if a Loan has been issued by only one Issuing Dealer, the Issuing Dealer;
<b>Danske Bank</b>	means Danske Bank A/S, Danmark, Sverige Filial, a Swedish branch with reg. no. 516401-9811.
<b>Dealers</b>	means Swedbank, Danske Bank, Nordea och Skandinaviska Enskilda Banken and each other dealer which accedes to this MTN Programme in accordance with Section 14.4 of the Terms and Conditions, subject to that dealer not having resigned as dealer.
<b>Cooperative Associations Act</b>	means the Swedish cooperative associations act (Sw. <i>lag (2018:672) om ekonomiska föreningar</i> ).
<b>EUR</b>	is the currency used by the participating member states in accordance with the European Union's regulatory framework for the Economic and Monetary Union (EMU).
<b>Euroclear Sweden</b>	means Euroclear Sweden AB, a private limited liability company with reg. no. 556112-8074.
<b>Final Terms</b>	means the final terms which are entered into for a certain Loan in accordance with the appendix to the Terms and Conditions ( <i>Form of Final Terms</i> ).
<b>Green Bond</b>	means an MTN which constitutes a Green Bond pursuant to the Final Terms.
<b>Green Bond Terms</b>	are, in relation to a certain Loans, the green terms set forth in the green framework, which can be found on the Issuer's website from time to time in its latest version.
<b>Group</b>	means Lantmännen ek för together with its subsidiaries.
<b>ISIN</b>	means the international number for identification of securities retrieved from Euroclear Sweden.
<b>Issuer</b>	means Lantmännen ek för, a cooperative association with reg. no. 769605-2856.
<b>Issuing Dealer</b>	means, in accordance with the Final Terms, that or those Dealers through which MTN will be or have been issued.
<b>Loan</b>	means each Loan, comprising of one or more MTN, which the Issuer raises under this MTN Programme.
<b>Maturity date</b>	means the day when the Adjusted Loan Amount in respect of a Loan is to be repaid and as set out in the Final Terms.
<b>Member</b>	a legal or natural person which is a direct member of the Issuer and its associated local associations.
<b>MSEK</b>	means million Swedish kronor.
<b>MTN</b>	means a unilateral debt instrument in the Nominal Amount which has been registered in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. <i>lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument</i> ) and is part of a Loan issued by the Issuer under this MTN Programme.
<b>MTN Programme</b>	means the programme for MTN which Swedbank, Nordea, Danske Bank and Skandinaviska Enskilda Banken (as Dealers) and the Issuer has agreed on or about the date hereof.
<b>Nasdaq Stockholm</b>	means Nasdaq Stockholm AB, a limited liability company with reg. no. 556420-8394.
<b>Nordea</b>	means Nordea Bank Abp, a public limited liability bank company registered in Finland with reg. no. 2858394-9.

<b><i>SEK</i></b>	means the official currency of Sweden.
<b><i>Skandinaviska Enskilda Banken</i></b>	means Skandinaviska Enskilda Banken AB (publ), a public limited liability bank company with reg. no. 502032-9081.
<b><i>Swedbank</i></b>	means Swedbank AB (publ), a public limited liability bank company with reg. no. 502017-7753.
<b><i>Terms and Conditions</i></b>	means the terms and conditions established in respect of Loans issued by the Issuer on the Swedish capital market under a programme through issuing notes with a maturity of at least one year.

## 9 Addresses

### Issuer

Lantmännen ek för  
S:t Göransgatan 160 A,  
Box 30192,  
SE-104 25 Stockholm, Sweden  
www.lantmannen.com  
e-post: info@lantmannen.com  
tel. +46 (0)10 556 00 00

### Arranger and Dealer

Swedbank AB (publ)  
Large Corporates & Institutions  
SE-105 34 Stockholm, Sweden  
www.swedbank.se

### Dealer

Nordea Bank Abp  
Satamaradankatu 5  
FI-00020 Nordea, Finland  
www.nordea.se

### Central Securities Depository

Euroclear Sweden AB  
Klarabergsviadukten 63  
Box 191,  
SE-101 23 Stockholm, Sweden  
+46 (0)8-402 90 00  
www.euroclear.eu

### Legal advisor to the Issuer

Advokatfirman Vinge KB  
Smålandsgatan 20  
Box 1703  
SE-111 87 Stockholm, Sweden  
+46 (0)10-614 30 00  
www.vinge.se

### Dealer

Danske Bank A/S, Danmark, Sverige Filial  
Norrmalmstorg 1  
SE-103 92 Stockholm, Sweden  
<http://www.danskebank.se>

### Dealer

Skandinaviska Enskilda Banken AB (publ)  
Large Corporates & Financial Institutions  
Kungsträdgårdsgatan 8  
SE-106 40 Stockholm, Sweden  
[www.seb.se](http://www.seb.se)

### Financial advisor

Swedbank AB (publ)  
Large Corporates & Institutions  
SE-105 34 Stockholm, Sweden  
www.swedbank.se