

Prospectus
Dated 7 November 2022



NORSK HYDRO ASA

*(a Norwegian public limited liability company existing under the laws of Norway
with company registration number 914 778 271)*

EUR 5,000,000,000

Euro Medium Term Note Programme

Under the EUR 5,000,000,000 Euro Medium Term Note Programme described in this Prospectus (the “**Programme**”), Norsk Hydro ASA (the “**Issuer**” or “**Hydro**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the “**Notes**”). The aggregate nominal amount of Notes outstanding will not at any time exceed EUR 5,000,000,000 (or the equivalent in other currencies).

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) for Notes issued under the Programme for the period of 12 months from the date of this Prospectus to be admitted to the official list of the Euronext Dublin (the “**Official List**”) and to Euronext Dublin for such Notes to be admitted to trading on the Euronext Dublin’s Regulated Market (the “**Market**”). The Issuer has further requested that the Central Bank of Ireland send to the Norwegian Financial Supervisory Authority (*Finanstilsynet*) (the “**NFSA**”) in its capacity as the competent authority in Norway under the Prospectus Regulation (as defined below) (i) a copy of this Prospectus and (ii) a certificate of approval pursuant to Article 25 of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”) attesting that this Prospectus has been drawn up in accordance with the provisions of the Prospectus Regulation and the Commission Delegated Regulation (EU) 2019/980, for purposes of listing Notes on the Oslo Stock Exchange (*Oslo Børs*). References in this Prospectus to Notes being “listed” (and all related references) shall mean that such Notes have been admitted to the Official List and have been admitted to trading on the Market. The Market is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended (“**MIFID II**”). The applicable Final Terms in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Official List and admitted to trading on the Market (or any other stock exchange).

This Prospectus has been approved by the Central Bank of Ireland, as competent authority under the Prospectus Regulation. The Central Bank of Ireland only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

Each Series (as defined in “*Overview of the Programme – Method of Issue*”) of Notes in bearer form will be represented on issue by a temporary global note in bearer form (each a “**temporary Global Note**”) or a permanent global note in bearer form (each a “**permanent Global Note**”). If the Global Notes are stated in the applicable Final Terms to be issued in new global note (“**NGN**”) form, the Global Notes will be delivered on or prior to the issue date of the relevant Tranche to a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”). Notes in registered form will be represented by registered certificates (each a “**Certificate**”), one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. Registered Notes issued in global form will be represented by registered global certificates (“**Global Certificates**”). If a Global Certificate is held under the New Safekeeping Structure (the “**NSS**”) the Global Certificate will be delivered on or prior to the original issue date of the relevant Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. Notes issued pursuant to the Programme may include Notes issued by the Issuer designated as “**VPS Notes**” in the applicable Final Terms.

Global notes which are not issued in NGN form (“**Classic Global Notes**” or “**CGNs**”) and Global Certificates which are not held under the NSS will be deposited on the issue date of the relevant Tranche with a common depositary on behalf of Euroclear and Clearstream, Luxembourg (the “**Common Depositary**”).

The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in “Summary of Provisions Relating to the Notes while in Global Form”.

The Programme is not rated. Tranches of Notes (as defined in “*Overview of the Programme – Method of Issue*”) to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the applicable Final Terms. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the European Union (the “**EU**”) and registered under Regulation (EC) No 1060/2009 on credit rating agencies (the “**CRA Regulation**”) will be disclosed in the applicable Final Terms.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), or any U.S. state securities laws and, unless so registered, may not be offered or sold or (in the case of Notes in bearer form) delivered within the United States or to, or for the account or benefit of, U.S. persons as defined in Regulation S under the Securities Act (“**Regulation S**”) except pursuant to an exemption from or in a transaction not subject to the registration requirements of the Securities Act and applicable U.S. state securities laws.

This Prospectus will be valid as a base prospectus under the Prospectus Regulation for 12 months from 7 November 2022. The obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply following the expiry of that period.

Prospective investors should have regard to the factors described under the section headed “Risk Factors” in this Prospectus.

Arranger

CITIGROUP

Dealers

**BNP PARIBAS
CRÉDIT AGRICOLE CIB
DNB MARKETS
HANDELSBANKEN CAPITAL MARKETS
J.P. MORGAN
SEB**

**CITIGROUP
DANSKE BANK
GOLDMAN SACHS INTERNATIONAL
ING
NORDEA**

IMPORTANT NOTICES

This Prospectus comprises a base prospectus for the purposes of the Prospectus Regulation.

The Issuer (the “Responsible Person”) accepts responsibility for the information contained in this Prospectus and the Final Terms. To the best of the knowledge of the Issuer, the information contained in this Prospectus is in accordance with the facts and the Prospectus, as completed by Final Terms, makes no omission likely to affect the import of such information.

This Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see “*Documents Incorporated by Reference*”). This Prospectus shall be read and construed on the basis that those documents are incorporated into and form part of this Prospectus.

Except where such information has been incorporated by reference into this Prospectus (see “*Documents Incorporated by Reference*”), neither any website mentioned in this Prospectus nor any website directly or indirectly linked thereto has been verified and such websites do not form part of this Prospectus and investors should not rely on such information.

No person has been authorised to give any information or to make any representation not contained or not consistent with this Prospectus or approved for such purpose by the Issuer. If given or made, any information or representation not so contained or approved must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Arranger (as defined in “*Overview of the Programme*”) or the Fiscal Agent, Paying Agents, Registrar, Transfer Agents, Calculation Agent or VPS Paying Agent.

Neither the delivery of this Prospectus, nor any offering or sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

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

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) and may include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or (in the case of Notes in bearer form) delivered within the United States or to or for the account or benefit of, U.S. persons.

To the fullest extent permitted by law, none of the Dealers or the Arranger accept any responsibility for the contents of this Prospectus or for any other statement, made or purported to be made by the Arranger or a Dealer or on its behalf in connection with the Issuer or the issue and offering of the Notes. The Arranger and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Prospectus or any such statement.

Neither this Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger

or the Dealers that any recipient of this Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of the investment in light of its own circumstances. In particular, each potential investor should (a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained in this Prospectus or any applicable supplement; (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such investment will have on its overall investment portfolio; (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency; (d) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Neither the Issuer nor any of the Dealers makes any representation as to the suitability of any Notes issued as Green Notes or Sustainability-Linked Notes, including the listing or admission to trading thereof on any dedicated ESG (as defined herein) or other equivalently labelled segment of any stock exchange or securities market, to fulfil any "environmental", "social", "sustainable", "governance" or "green" criteria required by any prospective investors. The Dealers have not undertaken, nor are they responsible for, any assessment of the eligibility criteria for Green Projects (as defined herein), any verification of whether the Green Projects meet such criteria or the monitoring of the use of proceeds of any Green Notes (or amounts equal thereto). No assurance is given by the Issuer or the Dealers or any other person that the use of the proceeds of issue of any Green Notes will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which any investor or its investments are required to comply.

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

OFFER RESTRICTIONS

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe to or purchase any of the Notes. The distribution of this Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions.

For a description of further restrictions on offers and sales of Notes and distribution of this Prospectus, see "*Subscription and Sale*" below.

MiFID II PRODUCT GOVERNANCE/ TARGET MARKET – The Final Terms in respect of any Notes may include a legend entitled “MiFID II product governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

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

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

SINGAPORE SFA PRODUCT CLASSIFICATION: In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “CMP Regulations 2018”), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

STABILISATION

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

GENERAL

Amounts payable on Floating Rate Notes (as described in “*Terms and Conditions of the Notes – Interest on Floating Rate Notes*”) may be calculated by reference to the Euro Interbank Offered Rate (“EURIBOR”), the Stockholm Interbank Offered Rate (“STIBOR”) or the Norwegian inter-bank offered rate (“NIBOR”) as specified in the applicable Final Terms. As at the date of this Prospectus, European Money Markets Institute (as administrator of EURIBOR) and Norske Finansielle Referanser AS (as administrator of NIBOR) appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“ESMA”) pursuant to Article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the “BMR”) and the administrator of STIBOR does not appear in such register. As far as the Issuer is aware, the transitional provisions in Article 51 of the BMR apply, such that the Swedish Financial Benchmark Facility (as administrator of STIBOR) is currently not required to obtain authorisation or registration (or, if located outside the EU, recognition, endorsement or equivalence).

Unless otherwise specified or the context requires, references to “USD” and “U.S.\$” are to United States dollars, references to “euro”, “EUR” and “€” are to the currency introduced at the start of the third stage of the European economic and monetary union pursuant to the Treaty on the functioning of the EU and “cents” and “cent” shall be construed accordingly, references to “NOK” are to the lawful currency of the Kingdom of Norway, references to “SEK” are to the lawful currency of Sweden and references to “BRL” are to the lawful currency of Brazil.

Certain figures included in this Prospectus have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly, and figures shown as totals in certain tables may not total exactly.

ALTERNATIVE PERFORMANCE MEASURES

Certain alternative performance measures (“APMs”) as described in the European Securities and Markets Authority Guidelines on Alternative Performance Measures (the “**ESMA Guidelines**”) published on 5 October 2015 by the ESMA and which came into force on 3 July 2016 are included or referred to in this Prospectus. APMs are not defined in accordance with the International Financial Reporting Standards as adopted by the EU (the “**IFRS**”) and are used by the Issuer within its financial publications to supplement disclosures prepared in accordance with other regulations. The Issuer considers that these measures provide useful information to enhance the understanding of its financial performance. The APMs should be viewed as complementary to, rather than a substitute for, the figures determined according to other regulatory measures. An explanation of each such APM's components and calculation methodology can be found at pages 28 to 31 (incorporated by reference herein) of the Q3 Interim Results (as defined below), pages 177 to 179 (incorporated by reference herein) of the 2021 Annual Report (as defined below) and at pages 279 to 283 (incorporated by reference herein) of the 2020 Annual Report (as defined below).

FORWARD-LOOKING STATEMENTS

Certain statements included in this Prospectus contain forward-looking information, including, without limitation, information relating to (a) forecasts, projections and estimates, (b) statements of Hydro's management concerning plans, objectives and strategies, such as planned expansions, investments, divestments, curtailments or other projects, (c) targeted production volumes and costs, capacities or rates, start-up costs, cost reductions and profit objectives, (d) various expectations about future developments in Hydro's markets, particularly prices, supply and demand and competition, (e) results of operations, (f) margins, (g) growth rates, (h) risk management, and (i) qualified statements such as "expected", "scheduled", "targeted", "planned", "proposed", "intended" or similar.

Although the Issuer believes that the expectations reflected in such forward-looking statements are reasonable, these forward-looking statements are based on a number of assumptions and forecasts that, by their nature, involve risk and uncertainty. Various factors could cause the Issuer's actual results to differ materially from those projected in a forward-looking statement or affect the extent to which a particular projection is realised. Factors that could cause these differences include, but are not limited to: the Issuer's continued ability to reposition and restructure its upstream and downstream businesses; changes in availability and cost of energy and raw materials; global supply and demand for aluminium and aluminium products; global economic growth, including rates of inflation and industrial production; changes in the relative value of currencies and the value of commodity contracts; trends in Hydro's key markets and competition; and legislative, regulatory and political factors.

No assurance can be given that such expectations will prove to have been correct. Hydro disclaims any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. All subsequent written and oral forward-looking statements attributable to the Issuer or any of its consolidated subsidiaries (being entities whose financial statements at any time are required by law or in accordance with generally accepted accounting principles to be fully consolidated with those of the Issuer, such subsidiaries and the Issuer being the "**Group**") are qualified in their entirety by the foregoing factors.

SECOND PARTY OPINION AND EXTERNAL VERIFICATION

In connection with the issue of Sustainability-Linked Notes (as defined in the Conditions) or Green Notes (as specified in the applicable Final Terms) under the Programme, the Issuer has obtained a Second Party Opinion from CICERO Shades of Green on its Green and Sustainability-Linked Financing Framework (each as defined in the Risk Factor: "*Sustainability-Linked Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics*"). In addition, in connection with the issue of Sustainability-Linked Notes, the Issuer will engage one or more External Verifier(s) (as defined in Conditions) to carry out the relevant assessments required for the purposes of providing an Assurance Report (as defined in the Conditions) in relation to any Sustainability-Linked Notes pursuant to (and as defined in) Condition 5. The Green and Sustainability-Linked Financing Framework, the Second Party Opinion, the Environment, Social and Governance Report (as defined in the Conditions) and the Assurance Report(s), if and when prepared, will be accessible through the Issuer's website at: <https://www.hydro.com/>. However any information on, or accessible through, the Issuer's website and the information in such reports or the Green and Sustainability-Linked Financing Framework or the Second Party Opinion is not part of this Prospectus and should not be relied upon in connection with making any investment decision with respect to any Notes to be issued under the Programme. In addition, no assurance or representation is given by the Issuer or any other member of the Group or the Dealers as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party in connection with the offering of any Sustainability-Linked Notes or Green Notes under the Programme. Any such opinion, report or certification and any other document related thereto

is not, nor shall it be deemed to be, incorporated in and/or form part of this Prospectus. Any such opinion, report or certification and any other document related thereto is only current as of the date that it was initially issued. Prospective investors must determine for themselves the relevance of any such opinion, report or certification and any other document related thereto and/or the information contained therein and/or the provider of such opinion, report or certification for the purpose of any investment in the Notes.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following:

1. the audited consolidated financial statements of the Issuer for the financial year ended 31 December 2021, together with the audit report thereon, which appear on pages 111 to 157 and 173 to 175 of the Issuer's annual report and accounts for the year ended 31 December 2021 (the "**2021 Annual Report**") and which are available at <https://www.hydro.com/globalassets/06-investors/reports-and-presentations/annual-report/rdmar21/annual-report-2021-eng.pdf>;
2. the audited consolidated financial statements of the Issuer for the financial year ended 31 December 2020, together with the audit report thereon, which appear on pages 141 to 209 and 224 to 228 of the Issuer's annual report and accounts for the year ended 31 December 2020 (the "**2020 Annual Report**") and which are available at <https://www.hydro.com/globalassets/download-center/investor-downloads/ar20/annual-report-2020-new.pdf>;
3. the unaudited consolidated interim financial statements for the nine months ended 30 September 2022, which appear on pages 19 to 27 of the Issuer's unaudited interim results for the nine months ended 30 September 2022 (the "**Q3 Interim Results**") and which are available at <https://www.hydro.com/Document/Doc/Report%20Q3%202022.pdf?docId=587154>;
4. the following sections of the 2021 Annual Report:

Strategic direction and key developments (excluding the section entitled Strengthen position in low-carbon aluminium on page 11)	Pages 10 to 12
The graphic entitled Lifting cash flows toward 2025	Page 13
The section entitled Clear principles for capital allocation	Page 15
Hydro's presence	Pages 17 to 24
Market developments and outlook	Pages 27 to 28
Key performance measures	Page 30
The section entitled Improvement program	Page 32
Hydro's key financial exposures	Page 35
Environmental, Social & Governance reporting – The Hydro Way	Page 51
Climate change	Pages 75 to 79
Environmental impact management	Pages 80 to 84
Innovation	Pages 85 to 88
Alternative Performance Measures (APMs)	Pages 177 to 179
Production capacity and volumes	Pages 192 to 194;
5. The section entitled Alternative Performance Measures (APMs) which appears on pages 279 to 283 of the 2020 Annual Report; and
6. the following sections of the Q3 Interim Results:

Overview	Pages 3 to 8
Market developments and outlook	Pages 9 to 10
Business areas	Pages 12 to 17
Finance and Tax	Page 18
Alternative performance measures (APMs)	Pages 28 to 31,

together, the “**Documents Incorporated by Reference**”).

The Documents Incorporated by Reference have been previously published or will be published simultaneously with this Prospectus and have been approved by the Central Bank of Ireland or filed with it. The Documents Incorporated by Reference shall be incorporated in and form part of this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

Those parts of the documents incorporated by reference in this Prospectus which are not specifically incorporated by reference in this Prospectus are either not relevant for prospective investors in the Notes or the relevant information is covered elsewhere in this Prospectus.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

Copies of documents incorporated by reference in this Prospectus may be obtained (without charge) from the Issuer’s website at <https://www.hydro.com> and the website of Euronext Dublin at <https://www.euronext.com/en/markets/dublin>.

Except where such information has been incorporated by reference into this Prospectus, neither any website mentioned in this Prospectus nor any website directly or indirectly linked thereto has been verified and does not form part of this Prospectus and investors should not rely on such information.

Prospective investors should consult their own professional advisers to gain an understanding of the financial information incorporated by reference in this document.

Unless otherwise indicated, the financial information in this Prospectus relating to the Issuer has been derived from the audited consolidated financial statements of the Issuer as at and for the years ended 31 December 2020, and 2021 have been prepared in accordance with the applicable International Financial Reporting Standards (“**IFRS**”) as adopted by the EU. The Issuer has also presented certain alternative performance measures below for additional analysis. See “*Alternative Performance Measures*”.

PROSPECTUS SUPPLEMENT

If at any time the Issuer shall be required to prepare a prospectus supplement pursuant to Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate amendment or supplement to this Prospectus which, in respect of any subsequent issue of Notes to be listed on the Official List and admitted to trading on the Market, shall constitute a prospectus supplement as required by Article 23 of the Prospectus Regulation.

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OVERVIEW OF THE PROGRAMME

The following overview is qualified in its entirety by the more detailed information contained elsewhere in this Prospectus and, in relation to the terms and conditions of any particular Tranche, the applicable Final Terms.

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

Capitalised terms used herein and not otherwise defined have the respective meanings given to them in the “Terms and Conditions of the Notes” (the “Conditions”).

Issuer/Hydro:	Norsk Hydro ASA (a Norwegian public limited liability company existing under the laws of Norway, with company registration number 914 778 271)
Legal Entity Identifier of the Issuer:	549300N1SDN71ZZ8BO45
Website of the Issuer:	https://www.hydro.com/
Description:	Euro Medium Term Note Programme
Size:	Up to EUR 5,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Arranger:	Citigroup Global Markets Limited
Dealers:	BNP Paribas Citigroup Global Markets Europe AG Citigroup Global Markets Limited Crédit Agricole Corporate and Investment Bank Danske Bank A/S DNB Bank ASA Goldman Sachs International ING Bank N.V. J.P. Morgan SE Nordea Bank Abp Skandinaviska Enskilda Banken AB (publ) Svenska Handelsbanken AB (publ) The Issuer may, from time to time, terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Prospectus to “ Permanent Dealers ” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to “ Dealers ” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
Fiscal Agent:	Citibank N.A., London Branch

Registrar:	Citibank Europe Plc
VPS Paying Agent:	DNB Bank ASA
Method of Issue:	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “ Series ”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “ Tranche ”) on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the final terms (the “ Final Terms ”).
Issue Price:	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.
Form of Notes:	<p>The Notes may be issued in bearer form (“Bearer Notes”), in registered form (“Registered Notes”) or as “VPS Notes” only as specified in the applicable Final Terms.</p> <p>Each Tranche of Bearer Notes will be represented on issue by a temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in “<i>Selling Restrictions</i>” below) otherwise such Tranche will be represented by a permanent Global Note.</p> <p>Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes for the relevant Series. Certificates representing Registered Notes that are registered in the name of a nominee for one or more clearing systems are referred to as “Global Certificates”.</p> <p>Notes may be specified in the applicable Final Terms as “VPS Notes”. VPS Notes will be issued by the Issuer pursuant to a Registrar Agreement with DNB Bank ASA as VPS Paying Agent and will be registered in uncertificated and dematerialised book entry form in accordance with the Norwegian Central Securities Depository Act of 15 March 2019 no. 6, as amended from time to time.</p>
Clearing Systems:	In relation to VPS Notes only, the Norwegian Central Securities Depository, Verdipapirsentralen ASA (“ VPS ”), and for all other Notes Clearstream, Luxembourg, Euroclear and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.

Initial Delivery of Notes:

On or before the issue date for each Tranche, if the relevant Global Note is a NGN or the relevant Global Certificate is held under the NSS, the Global Note or Global Certificate will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. On or before the issue date for each Tranche, if the relevant Global Note is a CGN or the relevant Global Certificate is not held under the NSS, the Global Note representing Bearer Notes or the Global Certificate representing Registered Notes may be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Global Notes or Global Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer. Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.

VPS Notes will not be evidenced by any physical note or document of title. Entitlements to VPS Notes will be evidenced by the crediting of VPS Notes to the Noteholders' accounts with the VPS.

Currencies:

Subject to compliance with all applicable legal and/or regulatory requirements, Notes may be issued in any currency agreed between the Issuer and the relevant Dealers.

Maturities:

Any maturity subject to compliance with all applicable legal and/or regulatory requirements.

Specified Denomination:

Notes will be in such denominations as may be specified in the applicable Final Terms save that the minimum specified denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and save that the minimum specified denomination of each Note shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes).

Fixed Rate Notes:

Fixed interest will be payable in arrear on the date or dates in each year specified in the applicable Final Terms.

If an indication of yield is included in the applicable Final Terms, the yield of each Tranche of Fixed Rate Notes will be calculated on the basis of the relevant issue price at the relevant issue date. It is not an indication of future yield.

Floating Rate Notes:

Floating Rate Notes will bear interest determined separately for each Series as follows:

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the

2006 ISDA Definitions or the 2021 ISDA Definitions (each as defined in the Conditions), as published by the International Swaps and Derivatives Association, Inc.; or

- (ii) by reference to EURIBOR, NIBOR or STIBOR (as specified in the applicable Final Terms),

as adjusted for any applicable margin agreed between the Issuer and the relevant Dealer(s) for each Series of Floating Rate Notes, and subject to the benchmark discontinuation provisions set out in Condition 5(j).

Interest periods will be specified in the applicable Final Terms.

Zero Coupon Notes:

Zero Coupon Notes (as defined in “*Terms and Conditions of the Notes*”) may be issued at their nominal amount or at a discount to it and will not bear interest.

Interest Periods and Interest Rates:

The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the applicable Final Terms.

Sustainability-Linked Notes:

The applicable Final Terms will state whether the Notes are Sustainability-Linked Notes.

A Step Up Event is linked to the failure of the Issuer to achieve certain sustainability performance targets in relation to key performance indicators or the failure of the Issuer to report on such key performance indicators in relation to an applicable Reference Year (as specified in the applicable Final Terms). The applicable Final Terms shall specify whether one or more Step Up Events shall apply in respect of each Series of Sustainability-Linked Notes and the relevant Step Up Margin or, as applicable, Redemption Premium Amount in respect of each such Step Up Event.

In the case of Notes in respect of which the applicable Final Terms indicate that ‘Sustainability-Linked Notes (Step Up Option)’ is applicable, for any Interest Accrual Period commencing on or after the Interest Payment Date immediately following a Step Up Event, if any, the applicable Rate of Interest or the applicable Margin (as applicable) shall be increased by the relevant Step Up Margin specified in the applicable Final Terms, subject to conditions set out in Condition 5(k).

In the case of Notes in respect of which the applicable Final Terms indicate that ‘Sustainability-Linked Notes (Redemption Premium Option)’ is applicable, if a Step Up Event occurs, the Issuer shall pay to each Noteholder an amount equal to the relevant Redemption Premium Amount specified in the

applicable Final Terms on the relevant Redemption Premium Payment Date (or, if the Issuer gives notice of its intention to redeem the Notes in accordance with Condition 6 and the relevant early redemption date falls prior to such Redemption Premium Payment Date, on the relevant early redemption date), subject to conditions set out in Condition 5(k).

Redemption:

Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed on the relevant Maturity Date.

The applicable Final Terms will specify the basis for calculating the redemption amounts payable.

Early Redemption for Taxation Reasons:

The Notes are subject to redemption at the option of the Issuer, in whole but not in part, at their Early Redemption Amount (as defined in the Conditions) together with accrued interest (if any) and in the case of Redemption Premium Notes only, any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but not yet been paid, if the Issuer becomes obliged to pay additional amounts as a result of changes to the laws and regulations of the Relevant Jurisdiction and certain other conditions are satisfied, all as described under “*Terms and Conditions of the Notes — Redemption, Purchase and Options – Redemption for Taxation Reasons*”.

Optional Redemption:

The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption.

Clean-up Call Option:

If the applicable Final Terms states that the Clean-up Call option applies, the Issuer may, if 85 per cent. or more in nominal amount of the Notes issued have been redeemed or purchased, redeem or purchase (or procure the purchase of) all but not some only of the remaining outstanding Notes at their Clean-Up Price together with accrued interest (if any) and in the case of Redemption Premium Notes only, any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but not yet been paid.

Change of Control Put Option:

The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed before their stated maturity at the option of the Noteholders if a Change of Control Put Event (as defined in the Conditions) occurs at the Change of Control Redemption Amount specified in the applicable Final Terms together with accrued interest (if any) and in the case of Redemption Premium Notes only, any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but not yet been paid.

Status of Notes:

The Notes will constitute direct, unconditional and (subject to the negative pledge in Condition 4) unsecured obligations of the

	Issuer, all as described in “ <i>Terms and Conditions of the Notes – Status</i> ”.
Negative Pledge:	See “ <i>Terms and Conditions of the Notes – Negative Pledge</i> ”.
Cross Acceleration:	See “ <i>Terms and Conditions of the Notes – Events of Default</i> ”.
Ratings:	<p>The Programme is not rated.</p> <p>Tranches of Notes will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will be specified in the applicable Final Terms.</p> <p>A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>
Withholding Tax:	All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes imposed by the Kingdom of Norway, unless the withholding is required by law. In such event, the Issuer shall, subject to customary exceptions, pay such additional amounts as shall result in receipt by the Noteholders of such amounts as would have been received by it had no such withholding been required, all as described in “ <i>Terms and Conditions of the Notes – Taxation</i> ”.
Governing Law:	The Agency Agreement, the Notes, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with English law, except that Norwegian law will be applicable with regard to the registration of VPS Notes in the VPS.
Listing and Admission to Trading:	Application has been made to list the Notes to be issued under the Programme on the Official List of Euronext Dublin and to admit them to trading on the Market or as otherwise specified in the applicable Final Terms and references to listing shall be construed accordingly. As specified in the applicable Final Terms, a Series of Notes may be unlisted.
Selling Restrictions:	<p>The United States, Canada, the EEA, the UK, Switzerland, Singapore and Japan. See “<i>Subscription and Sale</i>”.</p> <p>The Issuer is Category 2 for the purposes of Regulation S.</p> <p>The Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (the “TEFRA D Rules”) unless (i) the applicable Final Terms states that Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (the “TEFRA C Rules”) or (ii) the Notes are issued other than in compliance with the TEFRA D Rules or the TEFRA C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”), which circumstances will be referred to in the applicable Final Terms as a transaction to which TEFRA is not applicable.</p>

Use of Proceeds:

Unless (i) otherwise specified in the relevant Final Terms or (ii) the relevant Final Terms specifies the relevant Tranche of Notes as being “**Green Notes**”, the net proceeds from the issue of each Tranche of Notes (including, for the avoidance of doubt, any Sustainability-Linked Notes) will be applied by the Issuer for its general corporate purposes, including, without limitation, the refinancing of outstanding indebtedness. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

If the applicable Final Terms specify that a Series of Notes are “**Green Notes**” then the Issuer will use an amount equal to the net proceeds of the issuance of the Notes to fund Green Projects. See “*Use of Proceeds*”.

RISK FACTORS

In purchasing Notes, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. Most of these factors are contingencies which may or may not occur. In addition, risk factors which are specific to the Notes are also described below.

The Issuer believes that the factors described below represent all the material or principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus, including any information incorporated by reference, and reach their own views prior to making any investment decision.

Although risks have been categorised, investors should note that the risks contained herein may have an impact on one another, even if that cross-impact is not specifically noted below.

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

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

Prospective investors should consider, among other things, the following:

RISKS RELATING TO THE ISSUER AND ITS ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE NOTES

Risks related to the issuer's business activities and industry

Competitive environment and new strategic direction

The Group is exposed to disruptive technological developments by its direct competitors and by other competing materials and industries. Materials produced with technologies which have lower carbon footprints could have a significant advantage over aluminium in key application areas.

The successful industrialisation of competing metals with lower sustainability footprints could increase the risk of substitution and potentially lower demand for aluminium. The successful commercialisation of breakthrough technological developments such as inert anodes would adversely impact the Group's competitive advantage as an aluminium producer with one of the lowest CO₂ footprints. The Group's new business ventures into growth markets such as hydrogen, batteries and solar energy expose the Group to the increased risks associated with immature technologies, such as sudden breakthroughs rendering existing investments obsolete.

The increasing focus on sustainability is part of a long-term trend and is expected to continue going forward. Many other industries and competing materials are researching CO₂-free production methods, including the production of steel using hydrogen. Within the aluminium industry, several research initiatives are looking into inert anode technology to reduce direct process emissions.

The Group has developed a longer-term technology roadmap to decarbonise its main processes such as primary smelting and recycling, with an ambition to become carbon neutral by 2050. Alongside decarbonisation, progress has been made across key sustainability areas including stronger community relationships and a focus on environmental impacts such as biodiversity, waste and water in Brazil. Initiatives to improve the Group's social and environmental impact are monitored, communicated and reported on a regular basis. Within primary aluminium production, the Group is working on various methods to reduce direct emissions, while also targeting to increase the use of post-consumer scrap, thereby reducing total energy usage and metal waste. In 2021, both the Group's long-

term sustainability ambitions and short-term targets have been updated based on technological and commercial developments, reinforcing the Group's industry position. A failure to deliver on these targets and ambitions could materially negatively impact the Group's license to operate (including but not limited to its social license and/or its government license), reputation and increase the risk of substitution away from aluminium.

Value chain concentration

The Group receives almost all of its alumina from Group-owned operations in Brazil, whereby the bauxite mine at Paragominas in Brazil supplies the majority of raw materials to the Alunorte alumina refinery through a pipeline.

The Group's integrated aluminium production chain poses risks related to value chain concentration, where disruptions in the bauxite and alumina production located in one region in Brazil could negatively impact metal production in other parts of the Group.

On several occasions during the past few years, the Group experienced challenges with respect to its operations in Brazil due to a combination of factors involving physical climate incidents, asset integrity (ability to run assets effectively and reliably) and a complex political and social environment. In response, the Group has made significant efforts to enhance the robustness of its operations in the region.

Macro-economic developments, geopolitical tensions, protectionism and trade disruptions

The aluminium industry is pro-cyclical with demand for products closely linked to economic development. This results in significant volatility in market prices for aluminium products in periods of macro-economic uncertainty or recession. Macro-economic developments also drive changes in currency values, which have a significant adverse effect on the Group's cost and competitive position.

High inflation, increasing interest rates, higher energy costs and any additional adverse impacts on the macro-economic environment, such as those stemming from the conflict between Russia and Ukraine, may negatively affect the ability of the Group's customers to fulfil their payment obligations to the Group and thus result in credit losses and deterioration of the Group's financial situation. Further, such macro-economic uncertainty could lead to a reduction in demand for the Group's products. For instance, in response to a significant reduction in market demand for aluminium billets in Europe and high energy prices, the Group decided to close its majority owned primary aluminium Hydro Slovaco plant in Slovakia and partially curtail production at their Hydro Karmøy and Hydro Husnes plants in Norway. Any such deteriorations in the economic environment in the countries where the Group operates, or the markets globally, could have a material direct or indirect negative impact on the operations, financial condition cash flow and results of operations of the Group.

The Group operates in several countries which could face energy scarcity resulting in the rationing of energy, either caused by sudden events such as the curtailment of gas supply from Russia or gradually increasing supply challenges, particularly during winter months. Energy rationing could materially disrupt the Group's operations in those countries which in turn could have a material adverse impact on the Group's business.

Supply chain disruptions, both logistical and geopolitical, are adversely impacting the supply and cost of certain raw materials to the Group's operations as well as the Group's customers' ability to receive goods for which they are dependent to run their operations. This has been further exacerbated by shipping constraints. Consequently, these disruptions could have a material adverse effect on the Group's operations.

Protectionism can harm trade and activity, as reversed trade integration can lower economic growth. For instance, in March 2021, the EU imposed anti-dumping duties on certain extrusions from China for a period of five years. Such higher import duties and the introduction of other trade barriers increase costs, impact both the quantity and price of internationally traded goods and can further affect financial flows and credit conditions, and this could materially adversely impact the Group's operating results, cash flow and financial condition.

Structural collapse or any other major accident

The Group is exposed to a risk of major accidents such as the collapse of a hydropower dam, an incident at its tailings storage at Paragominas or bauxite residue storage facilities (Alunorte, Schwandorf), the collapse of the entire port structure at the Alunorte alumina refinery, or a rupture of its bauxite slurry pipeline (Paragominas, Alunorte).

Any occurrence of such incidents could have a significant and potentially lasting adverse impact on the environment as well as the health and safety of employees, contractors and nearby communities. In addition, The Group might need to shut down its operations and may be subjected to fines, legal disputes and reputational damage thereby causing a material adverse impact on the Group's operating results, cash flow and financial condition.

As mentioned above, the Group is exposed to a risk of major accidents. If there was a major accident at one of the Group's facilities (including, without limitation) a collapse of residue deposits, it could have a material adverse impact on the Group's operations at such facilities and its reputation.

Although the Group maintains insurance to protect against certain risks in such amounts as it considers reasonable and in accordance with market practice, its insurance may not cover all the potential risks associated with its operations, and therefore any material disruption (especially if not covered by Hydro's insurance) could have a material adverse impact on its business and financial condition.

Insufficient asset integrity

The Group is exposed to a range of risks and hazards which could cause disruption to operations across the Group's business areas through critical equipment breakdowns and power failures. Operational disruptions might reduce or interrupt production at key plants for significant periods of time, materially affecting the Group's financial results and cash flows. For instance, one of the four production lines at the Group's part-owned aluminium plant Albras shut down from 19 February 2022 to 29 July 2022 due to an internal power distribution failure. This reduced the plant's overall production capacity by 25 per cent. during the period, negatively impacting the Group's financial results and cash flows.

Furthermore, some operations are located close to sizable communities where operational events could also result in significant and potentially lasting adverse impacts on the environment as well as the health and safety of employees, contractors and nearby communities. These impacts might trigger claims, fines and further damage the profitability and reputation of the Group.

Risks and hazards in Hydro Bauxite & Alumina remains a subject of ongoing focus. For example, Hydro obtains its bauxite from two main sources, the majority is via a 244 km pipeline from Paragominas to Alunorte and the remainder transported by vessel from MRN to Alunorte. Any major disruption to this supply of bauxite to Alunorte would have material adverse effects on the Group's operations.

Major cyber-attack

The Group's information systems and information technology ("IT") infrastructure is critical to all its operations, ranging from process control systems at production sites to central personnel databases and systems for external financial reporting.

Cybercrime is increasing globally thus exposing the Group to a range of threats to the integrity, availability and confidentiality of its systems. Threats may include attempts to access information, ransomware attacks, destructive installation of viruses, denial of service and other digital security breaches and loss or theft of customer data. Contributing factors include the shift to remote work for relevant engineering and maintenance activities. A cyber breach could result in a broad range of impacts including health and safety of employees and contractors, operational disruptions and the leakage of private or confidential data. The underlying cyber security risk remains high as malicious actors innovate and evolve their techniques to increase their success rate.

Threats related to the cyber security of IT and industrial control systems have developed rapidly over the past year, supporting the overall assessment that the Group's global risk remains high. The Group continues to strengthen its

defenses by delivering prioritised security capabilities based on best practice standards and frameworks for information technology and industrial control systems to protect the central IT infrastructure and industrial control system across business areas. However, these initiatives may fail to deliver the expected results or prove to be inadequate to prevent cyber-attacks or security breaches that manipulate or improperly use the Group's systems or networks. Such events could result in a broad range of events that could have a material adverse effect on the Group and its business including, including health, safety and environment events, operational disruptions and the leakage of private or confidential data.

Legal, compliance and regulatory risk

Regulatory & policy framework uncertainty

The aluminium industry is subject to multiple local and global regulatory frameworks, including mining regulations, tariffs, labor laws and power industry regulations. Additionally, climate-related regulations in the EU such as the implementation of national and regional CO₂ taxes and increased focus on similar regulations in the United States are at the forefront of the current uncertainty. The growing pressure to meet climate goals is driving the pace of new regulations and their increased scope regarding all aspects of sustainability.

For instance, in July 2021, The European Commission published its "Fit for 55" climate legislative package, which includes extensive policies aimed at meeting tougher emissions targets. Among these, the carbon border adjustment mechanism and concurrent changes to existing carbon leakage legislation have the most consequences for the aluminium industry.

The "Fit for 55" climate legislative package includes amongst other things, a review of the emissions trading system (the "ETS") which could reduce free allowances and introduce additional cap reductions which lower the total amount of ETS 2021-2030 quota. Indirect emissions could be included in the carbon tax adjustment mechanism, while CO₂ cost compensations are removed. The US is also considering the introduction of a similar mechanism.

In addition, there is uncertainty around potential structural reform to the EU's electricity market design in addition to various national and EU initiatives already introduced to soften the impact of the energy crisis.

The sustainability driven developments in regulatory frameworks largely represent an opportunity for the Group. There might however be unintended consequences arising from the complexity, uneven impact of and increased focus on legislation, potentially impacting aluminium's competitiveness versus other materials, the economic viability of the Group's operations and/or its ability to conduct business in certain markets.

The requirements for the first phase of the EU's common classification system for sustainable activities, EU Taxonomy, were formally adopted in June 2021 with the ultimate aim of strengthening capital flows toward sustainable activities. The first phase covers climate change mitigation and adaptation. For the Issuer, the EU taxonomy criteria for sustainable activities could affect its cost of capital.

A failure to comply with such laws and multiple local and global regulatory frameworks could expose the Group to investigations, criminal and civil sanctions (for example, fines, penalties, or revocation or denial of the necessary regulatory approvals for the Group's activities) and other consequences such as reputational damage. Any of these consequences could materially adversely affect the Group's financial results.

Material social, legal or compliance incident(s)

The Group could be negatively affected by any criminal or civil proceedings or investigations related, but not limited to, alleged anti-competitive or corrupt practices, product quality, environment, health and safety, data privacy, market regulation or trade sanctions. The Group could also be exposed to allegations or perceived failures to act in an ethical or socially responsible manner, particularly with respect to human rights breaches.

One legal case involving a US subsidiary is still in progress. Hydro Extrusion USA, LLC executed a plea agreement under which it admitted to a federal misdemeanour violation of the Clean Air Act at its cast house in The Dalles, Oregon. The sentencing hearing is expected to be held in January 2023.

New business units within renewable energy, batteries and hydrogen require specific focus. Risks arising from regulatory developments within the various compliance areas are mitigated by continuous improvements of the Group's compliance structures and processes. The Group's controls and initiatives may, however, be insufficient to mitigate the risk of non-compliance with applicable laws and regulations and if such risk materialises there could be a material adverse effect on the Group's business. Potential consequences range from fines or penalties, contractual, litigation and reputational risk, withdrawal of licenses, and suspension or operational shutdowns thereby causing a material adverse impact on the Group's operating results, cash flow and financial condition.

Material tax change

The Group's global reach involves complexity and potential volatility linked to regulatory changes on direct and indirect taxes as well as to Organisation for Economic Cooperation and Development/EU initiatives, such as the Mandatory Disclosure Rules ("**MDR**") and the global tax reform. Changes to tax regulations can occur suddenly and materially impact the Group's financial results and cash flow as well as influence decisions with regard to future investments.

For instance, in Brazil, the tax system is complex and volatile, with a broad range of direct and indirect taxes levied at federal, state and municipal levels, including the Issuer's Imposto Sobre Circulação de Mercadorias e Serviços ("**ICMS**") which is an indirect tax charged on circulation of goods and services. Brazil has a general ICMS exemption on exports. Under a 15 years framework agreed in 2015 with the state of Para, Hydro Paragominas, Hydro Alunorte and Albras are on certain conditions entitled to a deferral of the payment of ICMS assessed on the Group's operations in the state of Para. A potential discontinuation of the ICMS deferral would materially adversely affect Hydro's operating results from its Brazilian operations. In 2020, ICMS deferral was approved by the Brazilian National Council of Finance Policy, and thereby reduced the risk of an immediate ICMS deferral removal. A large portfolio of cases pertaining to the Group's business in Brazil is disputed by tax authorities, of which close to half are covered by tax indemnification stemming from acquisitions.

Hydro is engaged in a systematic dialogue with local, state and federal politicians, industry associations, non-governmental organisations and local communities regarding the regulatory challenges facing the Group's operations. The focus of this dialogue is on the Group's contribution to a sustainable aluminium value chain and underlines the need for competitive and predictable framework conditions for its operations. The Group continuously monitors and responds to global regulatory changes, including the development and implementation of MDR guidelines as a response to the EU MDR Directive (a directive issued by the EU in relation to the MDR). Nonetheless, regulatory changes such as the OECD/EU initiatives pertaining to the Global Tax Reform, and tax transparency, together with multiple changes in local tax regulations, constantly shift the global tax landscape which is challenging to predict and navigate.

Environmental, social and governance risks

Challenges arising from sustainability trends

The expectations from internal and external stakeholders continue to evolve with regard to the Group's sustainability performance. Key stakeholders are increasingly looking beyond carbon and focusing on the overall sustainability footprint, including environmental and social factors. Further, in addition to current climate change targets, the focus on biodiversity and social aspects is expected to increase as decarbonisation roadmaps become more mature. Customers' expectations reflect this across all aspects of sustainability and along the entire value chain.

Regulations are tightening, especially in Europe. Investments in research and development toward greener solutions are growing, which increases the drive to deliver sustainable materials. In general, all geographies, industries and companies are expected to come under increased scrutiny.

The aluminium production process is energy and carbon-intensive. The Group is working on various methods to reduce direct emissions, while also targeting increased use of post-consumer scrap, thereby reducing total energy usage and metal waste. A failure to deliver on expectations could negatively impact the Group's license to operate (including but not limited to its social license and/or its government license), damage its reputation and increase the risk of substitution away from aluminium.

Climate related physical and transition risks

Chronic changes to temperatures, long term increases in heat stress, increased temperature variability, acute heatwaves or cold waves, wildfire, changing wind patterns and precipitation patterns, occurrences of storm events, long term variations in precipitation or hydrological cycles, rises in sea levels, water stress, droughts, sudden heavy precipitation leading to floods, soil or coastal erosion, landslides and avalanches are some of the forms of climate change that could occur.

The physical impacts of climate change on the Group's facilities and operations are uncertain. Climate change could result in physical events that adversely affect the Group's operations by causing disruptions or major incidents, and the Group may not be able to maintain sufficient insurance to cover all risks related to its operations.

The Group faces risks both as a result of acute and sudden climate related physical events, and as a result of chronic, longer-term changes. The physical manifestations of climate change could lead to operational and environmental incidents within the Group's operations. For example, flooding of containment basins or increasing temperatures leading to increased emissions from the Group's processes, mining and processing equipment failures, unexpected maintenance problems and interruptions, and critical failures to infrastructure integrity that in turn can lead to environmental spills and danger to surrounding communities. Such physical events could lead to reputational risks and a significant impact on the Group's financial operations and cash flow.

The transition to a low-carbon economy requires development and implementation of new technologies. The Group's technology may not be able to meet the abatement and emissions requirements set by regulatory bodies.

Fatal or life-changing accidents

The Group's operations are varied from mining in Brazil, aluminium smelting in Norway to extrusions in Europe, the US, South- America and China. Each activity poses serious safety risks which, if not controlled, could cause serious injuries or fatalities.

Despite the Group's best efforts, high-risk incidents do occur. All such incidents are treated seriously and investigated to their root causes to prevent recurrence.

High-risk incidents with the potential for life-changing injury continue to decrease in both number and rate. However, the Group has experienced a small increase in injury-free but potentially fatal incidents with machinery-related safety near misses, and in Brazil, where several armed events targeting contractors involved in pipeline maintenance have occurred.

There have been no life-threatening injuries to employees or contractor for 2021 and 2022 to date, however there was one life-changing injury to a contractor in 2022. High-risk actions and completion rates are critically reviewed to ensure robust processes and learning across all sites. Frequent health, safety, security and environment network meetings connect specialists from all business areas, who discuss preventative control measures following high-risk incidents and who share best practices and innovative solutions. Machinery safety and asset-integrity incidents are receiving attention to further prevent failures and constitute an improvement area.

However, these measures may be insufficient to reduce the risks associated with major occupational health, safety and security incidents.

Life-changing injuries affect the quality of life of the injured person and often require significant adjustments at home and work. This could be associated with long-lasting psychological impacts on the injured person and family, together with the need for ongoing financial support from the Group. In addition, police or health and safety agencies might impose sanctions, including imprisonment and fines on the Group as a result of such injuries or accidents. Civil action could result in compensation claims against the Group. In addition, the Group might need to shut down its operations and may be subjected to fines, legal disputes, sanctions and reputational damage. As a result, any major occupational health, safety and security incidents could have a material adverse effect on the Group's business and reputation.

Security incidents

The Group is exposed to several security risks such as public violence, robbery or theft. These risks could potentially also be associated with environmental incidents through attacks on the pipeline or business interruptions.

For instance, several firearm related incidents and robberies occurred in relation to the Group's pipeline replacement program, and recently armed violence and theft increased in Barcarena and its surrounding areas in Brazil.

The Group closely monitors the performance of its security providers, one of which has achieved international accreditation and recognition, but the presence of such security providers may not be sufficient to negate the risk. The outcome of the materialisation of such security risks could be psychological impact on employees, a serious injury or single or multiple fatalities to those involved. As a result this could increase the Group's cost of doing business (for example due to increased security costs or curtailment of operations or travel of employees while the issues are being investigated and security is being restored), and negatively impact the Group's reputation, and this could have a material adverse effect on the business of the Group.

Impact on the environment

The Group's mining and industrial operations are exposed to possible risks that such mining and/or industrial operations could have a negative impact on the environment. These risks related to the effects of known and unknown historical and current emissions to air, water and soil around large assets. These risks are also usually long-term, and to a large extent related to its Bauxite & Alumina operations in Brazil. Chemical usage and waste production are present at the Group's sites and have an inherent risk related to emissions to air, water and soil, leading to negative impacts on the health and safety of people living or working near the sites. Aluminium Metal and Bauxite & Alumina are the business areas most exposed to the risk of significant negative impacts on the environment, due to the volumes of hazardous materials used and locations of large sites.

Many operational sites in the Group have some form of environmental legacy that will need to be remediated prior to site closure. Examples include areas with contaminated ground and landfills that could potentially impact the environment if there is a route of exposure, such as spreading to the food chain via groundwater. Such events could have a significant and potentially lasting impact on the aquatic life, flora, fauna and they may pose health risks to nearby communities if, for example, ground water becomes contaminated. This could potentially lead to the Group shutting down its operations, being subjected to fines or legal disputes, negative reputational impact as well as a material impact on its financial results and cash flow.

Global pandemic

The Group's vertically integrated value chain and global footprint are exposed to rapidly evolving and spreading communicable diseases. The actions it takes in anticipation of and response to a pandemic may affect its ability to maintain stable operations across business areas and corporate functions.

On a broader scale, a global pandemic may significantly impact the demand for the Group's products as well as its ability to deliver to the market.

The Covid-19 pandemic continues to evolve and it is uncertain to what extent new variants of the virus might affect population health and the stability of operations. The Group operated throughout the challenging 2019 – 2021 period without any major disruptions through the strict adoption of rules set by relevant local authorities together with Hydro-specific measures. In addition, emphasis has been given to the mental health state of the Group's staff impacted by long-standing social distancing rules, and the Group continues to encourage vaccination according to the guidelines set by authorities in countries where it operates.

High transmission rates among employees, contractors, stakeholders and communities may lead to the prolonged shutdown of operations, either due to government-imposed restrictions, insufficient manning, social unrest or the Group's inability to provide a safe environment. The Group's suppliers and customers may also be inhibited from receiving raw materials, which could further disrupt production and sales.

Financial risks

Key financial exposure

The Group's operating results are primarily affected by price developments of its main products, raw materials, margin developments and fluctuations in the most significant currencies for Hydro, which are USD, NOK, EUR and BRL due to the geographical distribution of the Group's operations.

Hydro enters into derivative forward sale contracts both on the London Metal Exchange ("LME") and with banks to secure prices on parts of the planned aluminium production as part of securing a margin level for periods up to about three years when considered beneficial. To mitigate the impact of exchange rate fluctuations, long-term debt is mainly maintained in currencies reflecting underlying exposures and cash generation. However such measures might not be sufficient to mitigate the risk of sustained commodity price rises, significant fluctuations in currencies and this could have a material adverse impact on the Group's operating results and cash flow.

RISK FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH THE NOTES

Risks Relating to a Particular Issue of Notes

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

The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to such "benchmarks"

Interest rates and indices which are deemed to be 'benchmarks' (including the Euro Interbank Offered Rate ("EURIBOR"), the Stockholm Interbank Offered Rate ("STIBOR") and the Norwegian inter-bank offered rate ("NIBOR")) are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a 'benchmark'.

Regulation (EU) 2016/1011 (the "BMR") was published in the Official Journal of the European Union on 29 June 2016 and, subject to certain transitional provisions, applied from 1 January 2018. The BMR applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or

recognised or endorsed). Similarly, Regulation (EU) No. 2016/1011 as it forms part of UK domestic law by virtue of the EUWA (the “**UK BMR**”) applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the UK.

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

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

It is not possible to predict with certainty whether, and to what extent, EURIBOR, NIBOR and/or STIBOR will continue to be supported going forwards. This may cause EURIBOR, NIBOR and/or STIBOR to perform differently than they have done in the past, and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain ‘benchmarks’ (including EURIBOR, NIBOR and/or STIBOR): (i) discouraging market participants from continuing to administer or contribute to such ‘benchmark’; (ii) triggering changes in the rules or methodologies used in the ‘benchmark’ and/or (iii) leading to the disappearance of the ‘benchmark’. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations could have a material adverse effect on the value of and return on any Notes linked to or referencing a ‘benchmark’.

The Conditions provide for certain fall-back arrangements in the event that a Benchmark Event occurs, including if an Original Reference Rate becomes unavailable, or if the Issuer, the Calculation Agent or any other party responsible for the calculation of the Rate of Interest (as specified in the applicable Final Terms) is no longer permitted lawfully to calculate interest on any Notes by reference to such an Original Reference Rate under the BMR and the UK BMR or otherwise. Such fall-back arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate or an Alternative Rate (both as defined in the Conditions), with the application of an adjustment spread and may include amendments to the Conditions to ensure the proper operation of the successor or alternative benchmark, all as determined by the Independent Advisor (acting in good faith and in a commercially reasonable manner). The use of a Successor Rate or Alternative Rate (with the application of an adjustment spread) will still result in any Notes linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Rate or (in either case) Adjustment Spread is determined, the ultimate fall-back for the purposes of calculation of the Rate of Interest for a particular Interest Accrual Period may result in the Rate of Interest for the last preceding Interest Accrual Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes. Due to the uncertainty concerning the availability of Successor Rates and Alternative Rates, the involvement of an Independent Adviser and the potential for further regulatory developments, there is a risk that the relevant fall-back provisions may not operate as intended at the relevant time.

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

Notes subject to optional redemption by the Issuer may have a lower market value than Notes that cannot be redeemed

The Notes may be redeemed at the option of the Issuer pursuant to Condition 6(c) (Redemption for Taxation Reasons), Condition 6(d) (Redemption at the Option of the Issuer (Call Option)), Condition 6(e) (Redemption at the Option of the Issuer (Issuer Maturity Par Call)) and Condition 6(f) (Redemption at the Option of the Issuer (Clean-up Call)) of the Conditions. An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

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

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates

The market values of securities issued at a substantial discount (such as Zero Coupon Notes) or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest bearing securities, and Notes may be issued at such a discount or premium. Usually, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest bearing securities with comparable maturities. If Notes are issued at a substantial discount or premium to their nominal amount, they may be subject to significant price volatility and fluctuations (which may be more likely if such notes have a longer remaining term), and this could mean that the market value of the Notes is unpredictable and therefore could be lower than expected.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Sustainability-Linked Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics.

In July 2022 Hydro adopted a green and sustainability-linked financing framework (as amended from time to time) (the "**Green and Sustainability-Linked Financing Framework**") relating to its sustainability strategy and targets in connection with which the Issuer may issue Sustainability-Linked Notes (as defined in the Conditions). The Green and Sustainability-Linked Financing Framework is in accordance with (among other things) the Sustainability-Linked Bond Principles ("**SLBPs**") administered by the International Capital Markets Association ("**ICMA**"). The Green and Sustainability-Linked Financing Framework has been reviewed by CICERO Shades of Green for an assessment of the relevance and scope of the selected key performance indicators ("**KPIs**") and associated sustainability performance targets and such assessment also confirms the alignment of the Green and Sustainability-Linked Financing Framework with the SLBPs (such assessment, the "**Second Party Opinion**").

The Green and Sustainability-Linked Financing Framework and/or the Second Party Opinion may not reflect the potential impact of all risks related to the structure, market and other factors that may affect the value of Sustainability-Linked Notes issued under the Programme. The Second Party Opinion does not constitute a recommendation to buy, sell or hold securities and is only current as of its date. Any amendment or update to, or replacement or withdrawal of, the Second Party Opinion may affect the value of Sustainability-Linked Notes and/or

may have consequences for certain investors with portfolio mandates to invest in sustainability-linked assets. Neither the Issuer nor the Dealers assume any obligation or responsibility to release any update or revision to the Green and Sustainability-Linked Financing Framework and/or information to reflect events or circumstances after the date of the Green and Sustainability-Linked Financing Framework and, therefore, an update or a revision of the Second Party Opinion may or may not be requested of CICERO Shades of Green or any provider of second-party opinions. Nevertheless, the Green and Sustainability-Linked Financing Framework may be amended, updated or replaced from time to time, and the Second Party Opinion may or may not be consequently amended, updated, or replaced, each of which may affect the value of Sustainability-Linked Notes and/or may have consequences for certain investors with portfolio mandates to invest in sustainability-linked assets.

Moreover, CICERO Shades of Green and other second-party opinion providers and providers of similar opinions and certifications are not currently subject to any specific regulatory or other regime or oversight. The Second Party Opinion and any other such opinion or certification is not, nor should it be deemed to be, a recommendation by the Issuer, the Dealers, CICERO Shades of Green or any other second-party opinion providers or any other person to buy, sell or hold Sustainability-Linked Notes. Noteholders have no recourse against the Issuer, any of the Dealers, CICERO Shades of Green or any other provider of any such opinion or certification in respect of the contents of any such opinion or certification, which is only current as at the date it was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in the Sustainability-Linked Notes. Any withdrawal of any such opinion or certification or any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining on or certifying may have a material adverse effect on the value of the Sustainability-Linked Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for or towards a particular purpose. The Issuer cannot assure investors that any information that the Group or any other person may provide in connection with any offering of Notes now or in the future will be sufficient to enable any potential investor to satisfy any disclosure or reporting requirements imposed on such investor from time to time either as a result of its own objectives or those of its clients as set out in its by-laws or other governing rules and/or investment portfolio mandates. In addition, such requirements may have been conditioned by the application of laws and regulations relating to the types of, and criteria relating to, investments that such funds can make in order to qualify or be eligible as a particular type of "ESG" or other sustainable finance-related investment. The rules applicable to such investors and funds, whether internal or resulting from any such investment portfolio mandates and/or applicable laws and regulations, may require such investor to make periodic disclosure of its investment, including any investment in the Notes. Such requirements may evolve over time.

Furthermore, although the interest rate relating to the Sustainability-Linked Notes is subject to upward adjustment, or, as applicable, a Redemption Premium Amount (as defined below) is payable, in certain circumstances specified in the Conditions, such Sustainability-Linked Notes may not satisfy an investor's requirements or any future legal or other standards for investment in assets with sustainability characteristics. The Sustainability-Linked Notes are not being marketed as Green Notes since the Issuer expects to use the relevant net proceeds for general corporate purposes and therefore the Issuer does not intend to allocate the net proceeds specifically to projects or business activities meeting environmental or sustainability criteria, or to be subject to any other limitations associated with Green Notes. In addition, the Step Up Events in respect of any Sustainability-Linked Notes depend on definitions of Scope 1 Emissions and Scope 2 Emissions and Post-Consumer Scrap (each as defined in the Conditions of the Notes) which may be inconsistent with investor requirements or expectations, or other definitions relevant to greenhouse gas emissions or post-consumer scrap.

As there is currently no clearly-defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "sustainable" or "sustainability-linked" or equivalently-labelled security or as to what precise attributes are required for a particular security to be defined as "sustainable" or "sustainability-linked" (and, in addition, the requirements of any such label may evolve from time to time), no assurance is or can be given to

investors by the Issuer or the Dealers, CICERO Shades of Green or any other second-party opinion providers or the External Verifier that the Sustainability-Linked Notes will meet any or all investor expectations regarding the Sustainability-Linked Notes or the Issuer's targets qualifying as "sustainable" or "sustainability-linked" or that no other adverse consequences will occur in connection with the Issuer striving to achieve such targets.

Investors should make their own assessment as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party in connection with the offering of Sustainability-Linked Notes. Any such opinion, report or certification is not, nor shall it be deemed to be, incorporated in and/or form part of this Prospectus.

There can be no assurance that the sustainability performance targets indicated in the Conditions of the Notes will be met and Sustainability-Linked Notes will include a Step Up or the payment of a Redemption Premium Amount upon failure to achieve one or more such targets

Although the Issuer targets: (i) reducing its Scope 1 Emissions and Scope 2 Emissions; and (ii) increasing its Post-Consumer Scrap Recycling Capacity (together, the "**Sustainability Targets**") there can be no assurance of the extent to which it will be successful in doing so or that any future investments it makes in furtherance of these targets will meet investor expectations or any binding or non-binding legal standards regarding sustainability performance, whether by any present or future applicable law or regulations or by other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact. Adverse environmental or social impacts may occur during the design, construction and operation of any investments the Issuer makes in furtherance of its Sustainability Targets or such investments may become controversial or criticised by activist groups or other stakeholders. Further, the Issuer's performance against the Sustainability Targets will be tested by reference to a certain year only, as specified in the Conditions of the Notes, which may be inconsistent with an investor's requirements or expectations for investments in instruments with such sustainability characteristics.

The Issuer's ability to meet its Sustainability Targets is dependent on many factors including, but not limited to, technology and market risk. No Event of Default shall occur if the Issuer fails to meet its Sustainability Targets, nor will the Issuer be required to repurchase or redeem such Notes, if a Step Up Event (as defined in Condition 5) occurs. Other than any applicable Step Up (as defined below) or the requirement that the Issuer pays a Redemption Premium Amount (as the case may be), there are no penalties in any agreement relating to the Notes associated with failing to maintain the levels set by the Sustainability Targets or by failing to meet any future sustainability targets.

Under the Conditions and as specified in the applicable Final Terms, the interest rate relating to Sustainability-Linked Notes is subject to upward adjustment (a "**Step Up**") or a premium amount is payable on redemption of the Sustainability-Linked Notes (a "**Redemption Premium Amount**") if the Issuer has failed to satisfy any applicable Sustainability-Linked Note Condition. A Step Up may occur no more than once in respect of each relevant Step Up Event and no more than one Redemption Premium Amount shall be payable in respect of each relevant Step Up Event. No Step Up or Redemption Premium Amount shall apply if the Issuer satisfies the applicable Sustainability-Linked Note Conditions. The application of a Step Up Margin or a Redemption Premium Amount may not sufficiently compensate an investor for any losses suffered in terms of any change in market price of such Sustainability-Linked Notes in case of the occurrence of any relevant Step Up Event. Noteholders should also be aware that if any Sustainability-Linked Note Condition is not met, the Sustainability-Linked Notes may not satisfy an investor's requirements or any future legal or other standards for investment in assets with sustainability characteristics. Further, the increased interest or premium amount payable in such circumstances would increase the Issuer's cost of funding and could have an adverse impact upon the Issuer, its business prospects, results of operations, liquidity, general financial position and its reputation. In addition, the Conditions provide for a Reporting Reset Event and a Condition Satisfaction Reset Event (as defined therein). If either or both of these are specified in the applicable Final Terms to apply to any Sustainability-Linked Notes, then even if a Step-Up Event has occurred, it could mean that no Redemption Premium Amount is paid out or that the increased Rate of Interest is subsequently decreased, and this could mean that an investor's requirements in relation to Sustainability-Linked Notes are not satisfied and/or

any future legal or regulatory standards with respect to such Sustainability-Linked Notes are not met. Climate-related issues are an ESG topic that are receiving heightened attention from investors, shareholders, lawmakers and regulators. Each of such circumstances could have a further material adverse effect on the Group's business, financial condition, results of operations and reputation.

In addition, the Issuer has entered and may continue to enter into loans or issue other securities which may be subject to an increase in the margin or coupon applicable to those loans or securities or an increase in the premium amount that is payable on maturity or redemption of those loans or securities if certain sustainability targets (which may be the same, similar or different to the Sustainability Targets) are not met. Therefore, the Issuer's failure to achieve such targets may increase its cost of funding.

Any of the above risks, if materialised, could adversely impact the trading price of the Notes and the price at which a Noteholder will be able to sell the Notes in such circumstances prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Noteholder.

The 2018 Total GHG Emissions Baseline may be recalculated following the Issue Date of the first Tranche of the relevant Sustainability-Linked Notes upon the occurrence of a Recalculation Event

KPIs on which the Issuer's relevant Sustainability Targets are based are calculated internally by the Issuer based on broadly accepted industry standards and guidelines. These standards and guidelines may change over time, which may affect the way in which the Issuer calculates the KPIs and may impact its ability to meet the Sustainability Targets. The standards and guidelines continue to be reviewed by expert groups and include contributions from industry bodies, which may change going forward.

Further, the 2018 Total GHG Emissions Baseline may be recalculated in good faith by the Issuer in certain circumstances, and any such recalculation shall be made without the prior consultation of the Noteholders. The Issuer intends that the reasons for any such adjustments, which could include but not be limited to (i) an event that requires the Issuer to change its calculation methodology following a significant change in data due to better data accessibility or discovery of data errors; and (ii) significant structural changes to the perimeter of the Group such as acquisitions, divestitures or mergers, care and maintenance, large capital projects or as a result of a force majeure event (such events referred to under the conditions of the Notes as "**Recalculation Events**"), and any recalculation methodology applied, will be clearly stated by the Issuer in the relevant Environment, Social and Governance Report.

The Conditions provide the Issuer with certain discretions (to be exercised in good faith) regarding the calculation of the relevant metrics and any adjustment or recalculation thereof. However, any such adjustments to the relevant baselines may decrease the Issuer's Total GHG Emissions Amount, meaning the Issuer may still be able to satisfy the applicable Sustainability-Linked Note Condition with respect to the Total GHG Emissions Event only, and avoid the occurrence of a Step Up Event or lead to the occurrence of a Condition Satisfaction Reset Event (each term as defined in Condition 5).

As a result of the foregoing, any Recalculation Event could have an adverse impact on the price of Sustainability-Linked Notes.

In respect of any Notes issued as Green Notes, there can be no assurance that the use of an amount equal to such proceeds will be suitable for the investment criteria of investors

Notes may be issued as Green Notes (as defined in the "*Use of Proceeds*" section below). The Green and Sustainability-Linked Financing Framework is in accordance with (among other things) the Green Bond Principles ("**GBPs**") administered by ICMA and the Second Party Opinion confirms the alignment of the Green and Sustainability-Linked Financing Framework with the GBPs.

The Final Terms relating to any series of Notes may provide that it is the Issuer's intention to apply an amount equal to the net proceeds from an offer of those Notes specifically for Green Projects (as defined herein). Prospective investors should determine for themselves the relevance of any information set out in the "*Use of Proceeds*" section

below, the applicable Final Terms or any green finance framework prepared by the Issuer for the purpose of an investment in such Notes together with any other investigation such investor deems necessary. In particular, no assurance is given by the Issuer or any of the Dealers or any other person that the use of an amount equal to such net proceeds for any Green Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects, assets or uses that are the subject of, or otherwise related to, any Green Projects.

No assurance or representation is, or can be, given by the Issuer or the Dealers or any other person to investors that any projects, activities or assets that are the subject of, or related to, any Green Projects will meet any or all investor expectations or requirements regarding “environmental”, “social”, “sustainable”, “governance”, “green” or an equivalently labelled performance objective (together, “ESG”) (including under Regulation (EU) 2020/852 (the “**Taxonomy Regulation**”) on the establishment of a framework to facilitate sustainable investment (the “**EU Taxonomy**”)), or that any adverse environmental, social and/or other impact(s) will not occur during the implementation of any projects or assets that are the subject of, or related to, any Green Projects.

Furthermore, it should be noted that there is currently no single definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, an ESG or green project, activity or asset, or as to what precise attributes are required for a particular project, activity or asset to be defined as ESG or green, nor can any assurance be given that such a clear definition or consensus will develop over time. The EU Taxonomy in particular is subject to further implementation by the European Commission by way of delegated regulations containing technical screening criteria for the environmental objectives set out in the Taxonomy Regulation. On 21 April 2021, the European Commission approved in principle the first delegated act (the “**EU Taxonomy Climate Delegated Act**”) aimed at supporting sustainable investment by making it clearer which economic activities most contribute to meeting the EU’s environmental objectives. The EU Taxonomy Climate Delegated Act sets out criteria for economic activities in the sectors that are most relevant for achieving climate neutrality and delivering on climate change adaptation. This includes sectors such as energy, forestry, manufacturing, transport and buildings. Criteria for other environmental objectives will follow in a later delegated act, in line with the mandates in the Taxonomy Regulation. Until all criteria for such objectives have been developed and disclosed, it is not known whether any Green Projects will satisfy those respective criteria. Accordingly, alignment with the EU Taxonomy, once all criteria are established, is not certain. Each prospective investor should therefore have regard to the factors described in the applicable Final Terms and the Green and Sustainability-Linked Financing Framework, and seek advice from their independent financial adviser or other professional adviser as to the relevance of the information contained in this Prospectus and the applicable Final Terms before deciding to invest.

No assurance or representation is, or can be, given by the Issuer or the Dealers or any other person as to the suitability or reliability for any purpose whatsoever of any opinion or certification (including the Second Party Opinion) of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Green Notes and in particular whether any Green Projects fulfil any ESG and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Prospectus. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer or the Dealers or any other person to buy, sell or hold any such Notes or that any Green Projects fulfil any ESG and/or other criteria. Any such opinion or certification is only current as of the date it was initially issued. The Noteholders will have no recourse against the Issuer or any Dealer or the provider of any such opinion or certification for the contents of any such opinion or certification. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Notes. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

In the event that any such Notes are listed or admitted to trading on any dedicated ESG or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer or the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or assets that are the subject of, or related to, any Green Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representations or assurances are given or made by the Issuer or the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

While it is the intention of the Issuer to apply an amount equal to the net proceeds of any Notes specified as Green Notes for Green Projects in, or substantially in, the manner described in the “Use of Proceeds” and applicable Final Terms, there can be no assurance that the relevant project or asset(s) related to any Green Projects will be capable of being implemented in, or substantially in, such manner and/or in accordance with any timing schedule and that accordingly such amount equal to such net proceeds will be totally or partially disbursed for or towards such Green Projects. Nor can there be any assurance that such Green Projects will be completed within any specified period or at all or with the results or outcome as originally expected or anticipated by the Issuer. Any such event or failure by the Issuer will not constitute an event of default under the Notes and Noteholders will have no recourse against the Issuer or any Dealer or any other person following any such event or failure.

Any such event or failure to apply an amount equal to the net proceeds of any issue of Notes for or towards any Green Projects as aforesaid and/or the withdrawal of any such opinion or certification or any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any such Notes no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and also potentially the value of any other Notes which are intended to finance or re-finance Green Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for or towards a particular purpose. None of the Dealers will verify or monitor the proposed use of proceeds of Notes issued under the Programme.

Risks relating to the Notes generally

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

Modification, waivers and substitution

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

The Conditions of the Notes also provide that the Issuer may, without the consent of Noteholders, agree to (i) substitute for itself as principal debtor under the Notes, the Coupons and the Talons, any company subject to certain conditions set out in Condition 11(c) and (ii) modifications, waivers or authorisations of breaches or proposed breaches of or any failure to comply with, the Agency Agreement, provided that to do so could not reasonably be expected to be materially prejudicial to the interests of the Noteholders.

The effect of the above provisions is that a Noteholder may be unable to prevent certain modifications, waivers and substitutions that might be disadvantageous to that Noteholder from being made in respect of the relevant Notes in accordance with the Conditions.

Change of law

Except for the provisions relating to registration of VPS Notes in VPS, the Conditions are based on English law in effect as at the date of this Prospectus. The registration of and title to VPS Notes in VPS shall be governed by, and construed in accordance with, Norwegian law (including the Norwegian Central Securities Depository Act 2019 of 15 March 2019 no. 6, as amended from time to time). No assurance can be given as to the impact of any possible judicial decision or change to English law and administrative practice or Norwegian law and administrative practice after the date of this Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

Notes where denominations involve integral multiples: definitive Notes

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

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

Other parties

The Issuer may be a party to contracts with a number of other third parties that have agreed to perform services in relation to the Notes. For example, a paying agent has agreed to provide payment and calculation services in connection with the Notes and Euroclear and Clearstream, Luxembourg have agreed, *inter alia*, to maintain records of their respective portion of the issue outstanding amount and, upon the Issuer's request, to produce a statement for the Issuer's use showing the total nominal amount of its customer holding for the Notes as of a specified date. Noteholders will be required to rely on the services provided by such third parties with which the Issuer has contracted.

Investors in VPS Notes will have to rely on the VPS' procedures for transfer, payment and communication with the Issuer

Investors in VPS Notes will have to rely on VPS' or the VPS Paying Agent's, as the case may be, procedures for transfer, payment and communication with the Issuer. VPS Notes issued under the Programme will not be evidenced by any physical note or document of title other than statements of account made by the VPS. Ownership of VPS Notes will be recorded and transfer effected only through the book entry system and register maintained by the VPS.

Noteholders' credit risk

The Noteholders' claims for repayment of principal and regular interest payments will be direct, unsecured and unsubordinated claims on the Issuer. The principal of any Notes is not guaranteed by any third party. In the event

that the Issuer is declared bankrupt or becomes insolvent, investors therefore risk losing all or part of the principal as well as any due and unpaid future interest payments.

Furthermore, to the extent that the Issuer has granted security over its assets and such security becomes enforceable, the assets securing such obligations will be used to satisfy such secured obligations before the Issuer can make payments on the Notes. In the absence of sufficient collateral to satisfy any secured obligations, the remaining amounts on the secured obligations would share equally with all unsubordinated unsecured indebtedness.

Norwegian Withholding Tax – Redemption for Taxation Reasons

The Kingdom of Norway applies a withholding tax of 15 per cent. (unless a lower rate is provided in an applicable tax treaty) on interest payments made to related enterprises which are resident within low-tax jurisdictions, outside the EEA. For recipients that are related enterprises and a tax resident of low-tax jurisdiction within the EEA, the withholding tax is not applicable if the recipient fulfils certain substance requirements (i.e. the recipient must be genuinely established and perform genuine economic activities). The substance requirement is based on the European Court of Justice's decision in the Cadbury Schweppes case.¹ The withholding tax only applies to interest payments made to related enterprises. A related party may be (a) a company or entity that, directly or indirectly, is at least 50 per cent. owned or controlled, by the Issuer, (b) a company or entity that, directly or indirectly, owns or controls at least 50 per cent. of the Issuer, or (c) a company or entity that, directly or indirectly, is at least 50 per cent. owned or controlled by a company that, directly or indirectly, owns or controls at least 50 per cent. of the Issuer.

Applicable withholding tax may require the Issuer to gross up payments in accordance with Condition 8 (*Taxation*), subject to the conditions set out therein. Such withholding tax may, however, also entitle the Issuer to redeem the Notes (in whole, but not in part) at a price equal to their principal amount, together with interest accrued to but excluding the date fixed for redemption (see Condition 6 (*Redemption, Purchase and Options*) for further details).

Tax risk

Prospective investors should be aware that tax may be imposed on them on any return on an investment in any Notes. Prospective investors should seek independent advice relating to tax risks.

Risks relating to the market generally

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

The secondary market generally

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

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the Investor's Currency) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's

¹ Case C-196/04 Cadbury Schweppes plc and Cadbury Schweppes Overseas Ltd vs. Commissioners of Inland Revenue.

Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

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

Interest rate risks

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

Credit ratings assigned to the Issuer or any Notes may not reflect all the risks associated with an investment in those Notes

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

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances. Such general restriction will also apply in the case of credit ratings issued by third-country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the CRA Regulation as it forms part of UK domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of any rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market.

DESCRIPTION OF HYDRO

Corporate details

The legal name of the Issuer is Norsk Hydro ASA, the commercial name is Hydro.

The Issuer is registered in the Norwegian Companies Registry with registration number 914 778 271.

The Issuer was incorporated on 2 December 1905.

The Issuer is a public limited liability company organised under the laws of Norway, including the Public Limited Companies Act. See also “Description of Hydro”.

The Issuer’s registered address is Drammensveien 264, 0283 Oslo, Norway. The Issuer's telephone number is +47 22 53 81 00.

General overview and description

The Issuer is a leading aluminium and energy company committed to a sustainable future. It is a public limited liability company and was incorporated on 2 December 1905 under the laws of Norway, including the Public Limited Companies Act. Hydro is registered with the Norwegian Companies Registry with registered number 914 778 271 and listed on the Oslo Stock Exchange (“**OSE**”) since 1909.

Hydro’s registered office is Drammensveien 264, 0283 Oslo, Norway. Hydro’s telephone number is +47 22 53 81 00.

The Group consists of about 180 companies. Most of the Issuer’s subsidiaries, including the large operating units in Norway, are 100 per cent. owned, directly or indirectly, by the Issuer. The two most significant subsidiaries in the Group are Hydro Aluminium AS, owning directly or indirectly all the bauxite, primary and downstream assets and Hydro Energi AS, owning the majority of Hydro’s energy assets in Norway. Both companies are owned directly by the Issuer. As parent company of the Group and primarily a holding company, the profits of the Issuer are dependent upon the results of the operations of the Issuer’s subsidiaries, as well as the Group’s investments in associates and jointly controlled entities.

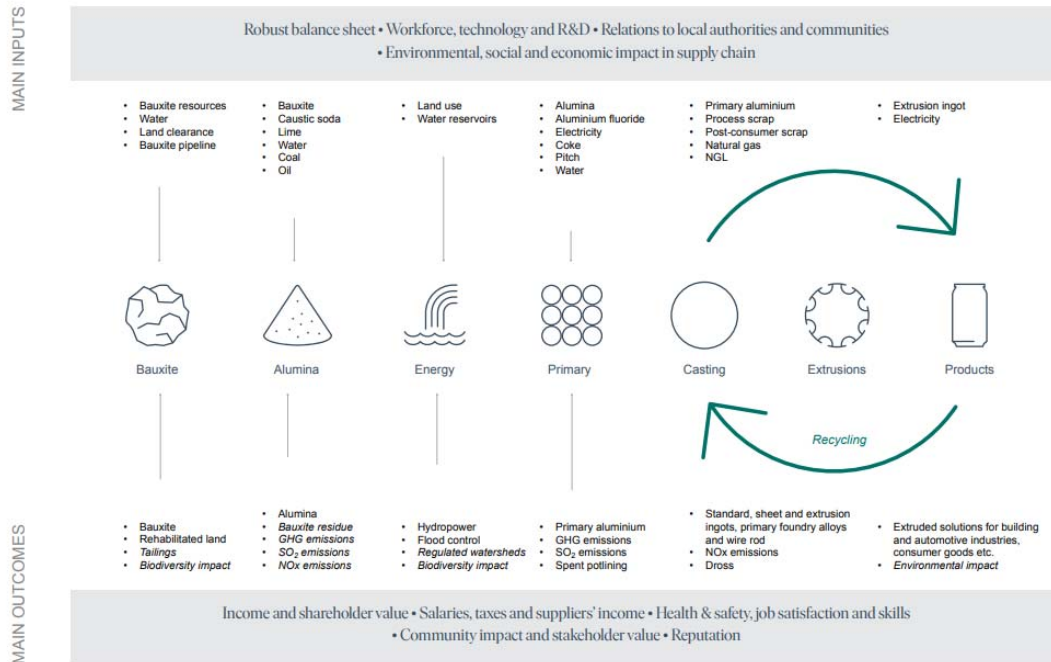
Purpose and strategy

Hydro's purpose is to create more viable societies by developing natural resources into products and solutions in innovative and efficient ways. Since 1905, Norway-based Hydro has turned natural resources into valuable products for people and businesses, and as at the date of this Prospectus, employs approximately 31,000 people in more than 140 locations across 40 countries. Hydro owns and operates businesses and has investments with a base in sustainable industries in a broad range of market segments for aluminium and metal recycling, and energy, renewables and batteries.

Hydro is present throughout the aluminium value chain, from energy to bauxite mining and alumina refining, primary aluminium, aluminium extrusions and aluminium recycling. Hydro Energy is a major renewables producer, market operator and assists in the development of energy transition solutions. Hydro Bauxite & Alumina represent the first two links of the aluminium value chain through bauxite and alumina refining. Hydro Aluminium Metal is a leading supplier of extrusion ingots, sheet ingots, foundry alloys, wire rods and high-purity aluminium with a global production network. Hydro Extrusions delivers tailored aluminium components and solutions to more than 30,000 customers around the world.

Hydro’s value chain is shown below:

Hydro's main inputs and outcomes



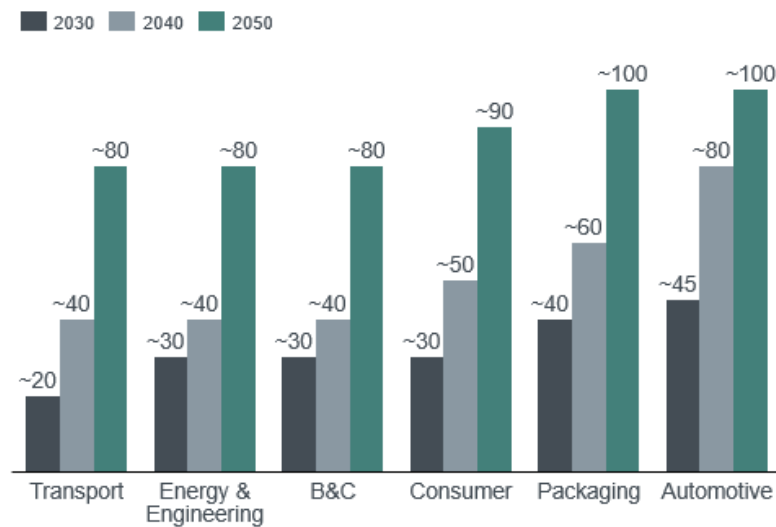
Hydro's 2025 strategy aims to strengthen its position in low carbon aluminium and it explores growth opportunities in new energy. Hydro considers itself a leader in sustainability, and its sustainability ambitions on climate, environment and social responsibility launched in December 2021 will be a key driver of Hydro's competitive positioning going forward.

Hydro is aiming to achieve net-zero carbon emissions by 2050 or earlier and is pursuing three decarbonisation paths to reduce the carbon footprint of aluminium to net zero. One pathway is to use carbon capture and storage technology to produce carbon-free primary aluminium. A second pathway is Hydro's proprietary carbon-free electrolysis technology called HalZero. This technology seeks to keep the CO₂ in a closed loop and reuse it as a source of carbon in the electrolysis process. A faster pathway to carbon-free aluminium is more recycling of post-consumer aluminium scrap. Hydro's ambition is to deliver the first commercial volumes of near-zero carbon aluminium already in 2022, based on 100 per cent. recycled postconsumer scrap. Hydro's network of recyclers and their proximity to scrap suppliers and customers are key competitive advantages to enable and capture value from more circular business models. Hydro will have the first commercial volumes of near-zero carbon products (defined as less than 0.5kg CO₂ per kg aluminium) available in 2022 based on using 100 per cent. post-consumer scrap.

Hydro is expecting that there will be a strong demand for greener aluminium, particularly from automotive original equipment manufacturers, as shown below:²

² Source: McKinsey market analysis (high level estimate).

Share of greener¹⁾ aluminium demand per segment % greener of total aluminium demand



1) Greener aluminium includes "near zero" tCO₂/t, <2 tCO₂/t and 50%+ PCS-aluminium

Hydro has more than a century of experience and expertise, and wants to continue to sustainably lead the way in creating industries that matter.

Climate strategy

As explained in greater detail in Hydro's Green and Sustainability-Linked Financing Framework, Hydro is committed to leading the way towards a more sustainable future, creating more viable societies by developing natural resources into products and solutions in innovative and efficient ways. Hydro is committed to reducing emissions in its own operations, and helping its customers and wider society to do the same.

Segment Introduction and Business Division

Hydro's presence extends throughout the aluminium value chain, from energy to bauxite mining and alumina refining, primary aluminium, aluminium extrusions and aluminium recycling. Hydro has set out details of each segment of the business below.

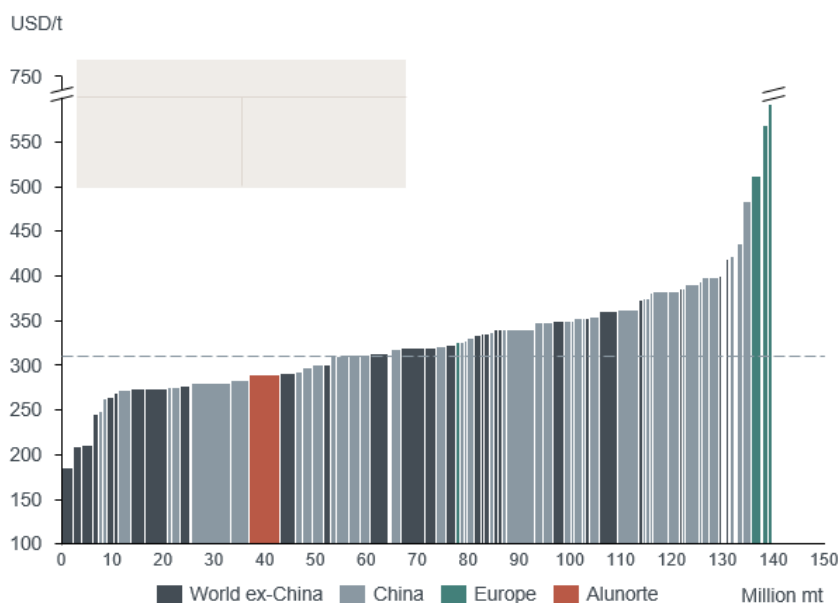
Hydro Bauxite & Alumina

Operations

Hydro Bauxite & Alumina comprises Hydro's bauxite mining activities in Paragominas and its 5 per cent. interest in Mineracao Rio de Norte ("MRN"), as well as its 92 per cent. interest in the Brazilian alumina refinery, Alunorte, all of which are located in Brazil. In addition to its equity interests in the MRN bauxite mine, Hydro has volume offtake agreements for Vale S.A.'s 40 per cent. interest in MRN, which amounted to 5.1 million tonnes in the year ended 31 December 2021.

Hydro mines bauxite from Paragominas using strip-mining technology. Bauxite is then sorted and crushed for transportation as a slurry through a 244-kilometer-long pipeline, then refined into alumina at Alunorte. Bauxite from MRN is then transported to Alunorte by ship. When operating at full production capacity, Hydro has a long position in bauxite of 3 million tonnes and between 2 and 3 million tonnes of alumina.

As at 13 October 2022, Alunorte was at the 30th percentile on the cost curve of refineries for 2022.³



Cost and revenue drivers

The main cost drivers for bauxite are labour, maintenance, consumables, electricity and fuel for mining equipment. These account for around 75 per cent. of the cash costs of mining activities. Labour, the largest cost factor, accounting for about 30 per cent., is influenced by Brazilian wage levels and productivity developments. Maintenance and consumables are influenced by inflation and operational efficiency.

The main cost drivers for alumina refining are bauxite, energy and caustic soda. These represent around 85 per cent. of cash costs. Energy costs are a mix of fuel, coal and electricity and account for about 30 per cent. of total costs. Caustic soda represents around 15 per cent. of cash costs. Bauxite purchases from Paragominas, and those made under offtake agreements from MRN, are based on prices partly linked to the London Metal Exchange's ("LME") prices and to wider alumina market prices.

Contribution to improve sustainability performance

Hydro's innovative 'Tailings Dry Backfill' methodology at the Paragominas mine eliminates the need for new permanent tailings storage facilities, which, in turn, allows for the continuous rehabilitation of tailings as part of an ongoing mine rehabilitation process. In addition, Hydro Bauxite & Alumina participates in international collaborations, investigating opportunities to use bauxite residue as a resource for different applications.

Energy efficiency is an important part of Hydro's ongoing efforts to reduce greenhouse gas ("GHG") emissions. In order to facilitate this reduction, Hydro Bauxite & Alumina will partly replace fuel oil consumption with natural gas, which has lower GHG emissions. This is an important enabler to reach its emissions reduction targets of 10 per cent. by 2025 and 30 per cent. by 2030.

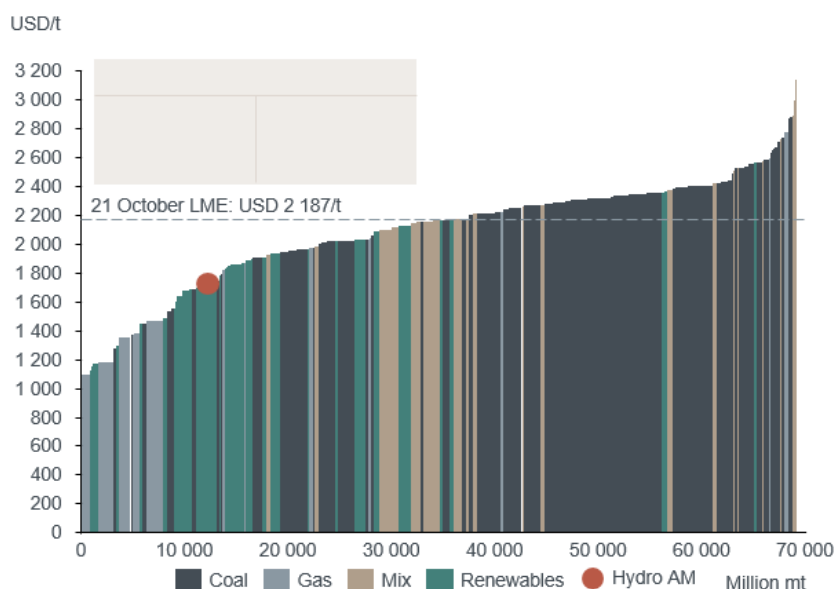
Hydro Aluminium Metal

Operations

³ Source: Commodities Research Unit 2022 B&A Cost Model, Q3'22 actual macro data, Platts.

Hydro Aluminium Metal is a large producer and supplier of primary aluminium and value-added casthouse products. The geographical business area consists of wholly owned aluminium metal plants in Norway and partly owned plants in Slovakia, Qatar, Australia, Canada and Brazil. The plants produce value-added products, such as extrusion ingot, primary foundry alloys, sheet ingot, wire rod and standard ingot.

As at 21 October 2022, Hydro Aluminium Metal was at the 17th percentile of the cost curve of smelters for 2022:⁴



Cost and revenue drivers

The main cost drivers for the production of primary aluminium include alumina, power and carbon, which together comprised about 75-80 per cent. of the cash costs of electrolysis metal for the year ended 31 December 2021. During the year ended 31 December 2021, Hydro used approximately two tonnes of alumina to produce one tonne of aluminium, representing 35-40 per cent. of the cash cost of primary aluminium. Energy represented on average 25-30 per cent. of cash costs, and carbon anodes consumed in the smelting process accounted for 15-20 per cent. of cash costs (in each case for the year ended 31 December 2021). Realised aluminium prices and casthouse product premiums are the most important revenue drivers. Hydro Aluminium Metal has a history of continuous improvements, covering all relevant earnings drivers.

Internal supply contracts between Hydro’s hydropower production operations and its aluminium metal business covered about half of the energy consumption of its wholly owned Norwegian metal plants in 2021. The remainder was mainly covered by new supply contracts, adding up to a total annual supply of 8.6 TWh for the period 2021-2030, 5.6 TWh for the period 2021-2035, and 5.4 TWh for the period 2036-2039. This secures a significant part of the power consumption at a fixed contract price, in addition to Hydro’s own hydropower production, required by its Norwegian plants for these periods. The new contracts comprise a mixture of hydropower and wind power.

Electricity for the partly owned Qatalum aluminium plant in Qatar is provided by an integrated natural gas-fired plant supplied with gas by Hydro’s joint-venture partner, Qatar Petroleum. The rest of the global joint ventures are covered by medium- to long-term contracts, expiring between end-2022 and end-2030.

⁴ Source: Commodities Research Unit 2022 AM Cost Model, Q3’22 actual macro data, LME.

To adjust to market demand, Hydro Aluminium Metal shifts volumes between product segments, and further measures are continuously evaluated.

Contribution to improve sustainability performance

As at 31 December 2021, more than 70 per cent. of the electricity used in Hydro's production of primary aluminium was based on renewable power. Going forward, Hydro Aluminium Metal will further lower its carbon footprint by reducing the carbon footprint of raw materials and energy, in addition to developing new technologies to address hard-to-abate emissions from the electrolysis process. The electrolysis abatement program is based on two methods. The first is Hydro's own proprietary HalZero technology for carbon-free processes, while the second is based on carbon capture and storage in combination with direct air capture to decarbonise existing primary aluminium facilities.

Hydro Metal Markets

Hydro Metal Markets, a part of Hydro Aluminium Metal, consists of Hydro's recycling business unit as well as all commercial activities, including sales marketing and distribution of the products from Hydro's primary metal and recycling plants.

Recycling

The recycling business unit, which has five locations across Europe and two in the US, has seven recyclers that convert scrap metal and standard ingot into extrusion ingot. These plants have a total annual capacity of around 600,000 tonnes. The business unit also operates the scrap shredding and sorting plant in Dormagen, Germany, with sorting capacity of 36,000 tonnes of post-consumer aluminium scrap per year. In addition, the recycling business unit has several greenfield and brownfield projects under construction. The recyclers provide customers with flexible, energy-efficient and tailor-made metal supply with a low carbon footprint.

Commercial

Hydro Metal Markets supplies value-added products globally and offers a wide range of products and services, including low-carbon aluminium products. Hydro's portfolio of production plants allows for a flexible, multi-sourcing system that enables significant, rapid and cost-effective volume adjustments for customers. Hydro has leading research and development competence in value-added casthouse products, thus supporting customers in their improvement work and in developing new products. The commercial activities of Hydro Metal Markets include metal sourcing and trading activities, in order to source standard ingot from third parties for remelting in Hydro's recyclers and primary casthouses. Such activities provide operational risk management through hedging activities on the LME.

Cost and revenue drivers

The results in Hydro Metal Markets consist of the operating results of the recyclers, margins on sales of third-party products and results from ingot and trading activities on the LME. Revenues for Hydro's recyclers are influenced by volumes, the LME price and product premiums. Costs are driven by the cost of scrap and standard ingot premiums, freight costs to customers and operational costs, including energy consumption and prices. Hydro Metal Markets' results can be heavily influenced by currency fluctuations and ingot inventory valuation effects.

Contribution to improve sustainability performance

Hydro Metal Markets is a large remelter and recycler of aluminium. Aluminium can be recycled infinitely without degradation in quality, and recycling requires 95 per cent. less energy than primary aluminium production. To reach its ambitions and address industry challenges, Hydro is improving its processes to

combine clean scrap with post-consumer scrap recycling. The technology is being rolled out to Hydro's remelting and recycling plants, and these investments are expected to increase Hydro's post-consumer scrap capacity by up to 20 per cent..

Hydro Metal Markets supplies the market with the Hydro REDUXA and Hydro CIRCAL brands of low-carbon and recycled aluminium. Hydro CIRCAL includes a range of products made with a minimum of 75 per cent. recycled, post-consumer scrap aluminium. In the third quarter of 2022 sales volumes were 45 per cent. higher year on year, supporting Hydro's ambition to double sales of greener products by 2025. By 2030, Hydro aims to offer a wide range of low-carbon and recycled aluminium products with even lower footprints in the market.

Hydro Extrusions

Operations

Hydro Extrusions is a market leader in extrusion-based aluminium solutions. The business combines local expertise, a global network, and advanced research and development capabilities to offer everything from standard profiles to advanced solutions for most industries.

In 2021, Hydro Extrusions had a market share of 17 per cent. in Europe and 21 per cent. in North America, and maintained solid positions in South America and Asia. Hydro Extrusions has four business units: Extrusion Europe, Extrusion North America, Precision Tubing and Building Systems. The business units are individually responsible for their respective value chains, from casthouses, aluminium extrusion and value-adding operations to commercial activities such as product development and sales. Extrusions remains a key growth area, and in the third quarter of 2022, Hydro made the decision to invest in 12,000 tonnes of additional capacity at its extrusions plant in Rackwitz, Germany.

Another integrated and vital part of the extrusion value chain is remelting and recycling, and Hydro Extrusions operates 20 recycling facilities in Europe, North America and South America. About 200,000 tonnes per year of post-consumer scrap are currently used in the recycling operations, and Extrusions is aiming to increase this amount in the years to come.

Due to challenging market conditions, as at the date of this Prospectus European recycling production capacity has been reduced by 20 kilotonnes during 2022, and during such period Hydro Extrusions has continuously adapted its extrusions capacity to reflect demand by reducing the number of shifts.

Cost and revenue drivers

The extrusion industry is a margin business and the LME Aluminium cost element is passed on to the customer. Contracts are typically short- to medium-term. Hydro Extrusions will continue to shift its portfolio toward higher-margin products.

Contribution to improve sustainability performance

Hydro Extrusions is also working with customers across many industries to reduce their CO₂ footprint through its bespoke Hydro EcoDesign process, providing green certifications and environmental product declarations (a declaration quantifying environmental information on a product). Hydro EcoDesign also helps customers to make their products more sustainable including through low-carbon and recycled alloys, lighter transportation, better packaging to reduce cooling needs and food spoilage and aluminium facades that lead to lower operating costs and enable buildings to generate as much energy as they use during operation.

Through initiatives to lower Hydro Extrusion's GHG emissions associated with energy and electricity consumption, some plants have entered into power purchase agreements with renewable power producers, while others are evaluating the possibilities of installing their own on-site renewable power generation.

Hydro Energy

Operations

Hydro Energy has over a century of experience in power production, operations, trading and consumption. Hydro Energy is one of Norway's top three largest operators of hydropower and is a large power market player in the Nordics and Brazil. Hydro Energy provides Hydro and other industrial clients with affordable renewable power, sourced from its portfolio of hydro, solar, wind energy and green hydrogen.

In Norway, Hydro Energy operates 39 hydropower plants, with combined installed capacity of 2.7 GW at the end of 2021. Adjusted for ownership shares, Hydro's captive production is 9.4 TWh in a normal year. Hydro Energy is an operator of 13.7 TWh renewable power production, in a normal year. In addition to the hydropower plants, Hydro Energy operates the Tonstad Windfarm (208 MW/0.7 TWh) in Norway, from which it purchases all produced volumes, thereby balancing and optimising production against its own hydropower production. Hydro Energy also purchases more than 9 TWh of renewable power annually in the Nordic market under long-term contracts.

As Hydro's energy competence centre, Hydro Energy provides support to companies on large and complex industrial projects, power contracts, supply security and energy framework conditions.

Cost and revenue drivers

Production volumes and market prices are strongly influenced by hydrological conditions. Seasonal factors affect both supply and demand. Hydro Energy's cost base is relatively stable, although volatile spot volumes and prices may cause significant variations in quarterly revenues. Hydro Energy optimises its power portfolio in the market and in cooperation with Hydro's aluminium plants.

Electricity prices are influenced by fuel costs (including emission-allowance costs), meteorological parameters and exchange transmission possibilities with adjoining markets, as well as by fluctuations in demand. Further an increase in intermittent generation from solar and wind power capacity has had a significant effect on price volatility in Europe's continental markets and influenced price developments in the Nordic market.

Contribution to improve sustainability performance

The overall carbon footprint of primary aluminium is highly dependent on the source of energy used to produce the metal. Hydro Energy helps Hydro and other industrial companies succeed with the green energy transition. The new energy ventures undertaken by Hydro Energy include Hydro REIN, Hydro Havrand and Batteries which play an important role in enabling a net zero society. For example, switching from gas to hydrogen produced with renewable energy, would enable Hydro's downstream and primary aluminium sites to cut their CO₂ emissions by about 1.7 million tonnes, which is close to 15 per cent. of Hydro's baseline greenhouse gas emissions.

Hydro REIN supports decarbonisation through certain of its joint ventures. For example, Hydro REIN and Macquarie Asset Management's Green Investment Group have entered into agreements to form a joint venture to build and operate Feijão, a 586 MW combined wind and solar power project in the northeast of Brazil. The project will supply electricity to Hydro's bauxite mine Paragominas and will further reduce carbon emissions from Hydro's alumina refinery Alunorte, by enabling coal replacement towards 2030. Total capital expenditure for the wind farm is estimated at USD 700 million (100 per cent. basis). Hydro Rein's ownership share will be 49.9 per cent., with the remaining 50.1 per cent. held by the Macquarie

Green Investment Group Renewable Energy Fund 2. Additionally, Hydro REIN, Equinor ASA and Scatec have a joint venture in relation to the construction the Mendubim solar project in the state of Rio Grande do Norte in Brazil, one of the largest energy producing countries in the world. The companies have signed a 20 year USD denominated power purchase agreement with Alunorte for approximately 60 per cent. of the expected power produced. The remaining volumes will be sold in the Brazilian power market. The estimated total capital expenditure for the project is USD 430 million, and Hydro has an economic interest of 33.3 per cent.

Regulations

Hydro is subject to a broad range of laws and regulations in the jurisdictions in which it operates. These laws and regulations impose stringent standards and requirements and potential liabilities relating to the construction and operation of its plants and facilities, air and water pollutant emissions, the storage, treatment and discharge of waste waters, the use and handling of hazardous or toxic materials, waste disposal practices, and the remediation of environmental contamination, among other things.

Legal proceedings

The Group is engaged in a large number of legal proceedings and disputes around the world. As of the date of this Prospectus, neither Hydro nor any other company in the Group are, nor have during the course of the last 12 months, been involved in any governmental, legal or arbitration proceedings, which may have, or have had in the recent past significant effects on Hydro's and/or the Group's financial position or profitability.

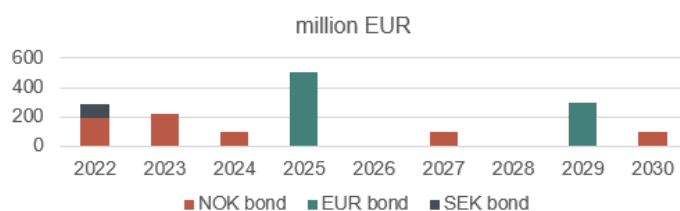
Financial Position

Hydro's main strategy for mitigating risks related to volatility in cash flow is to maintain a strong balance sheet, investment grade credit rating and strong liquidity, while at the same time reducing the average cost position of production assets and allocating capital in line with its strategic ambitions. This is crucial in order to effectively navigate the industry cycles, to be able to invest during cyclical downturns and to be able to access the capital markets at attractive terms. In certain circumstances, derivatives may be used to mitigate financial risks in specific business areas or at Group level.

As at the date of this Prospectus, Hydro has a BBB rating with S&P Global Ratings and a Baa3 rating with Moody's Investors Service Inc.. Hydro uses the adjusted net (cash) debt to adjusted EBITDA ratio as the key indicator of balance sheet strength and the ability to absorb volatility in the markets. The target is to stay below a ratio of two times Adjusted net (cash) debt to adjusted EBITDA during the cycle, which supports Hydro's target to maintain an investment grade credit rating. As at 31 December 2021, the ratio was 0.4. Given historical industry cyclicity, this means that the ratio will be well below two times in the stronger parts of the cycle, in order to be able to absorb the impact from industry cycle downturns and maintain financial flexibility in periods of adverse market conditions.

As at 30 September 2022, Hydro's liquidity position was strong, with a cash position of NOK 25.9 billion. Historically, cash generation has been the limiting factor to Hydro's credit rating. Hydro's primary response has been to maintain a strong balance sheet. Hydro continues to evaluate the optimal capital structure and also takes this into account when proposing shareholder distributions. A strong liquidity position is critical to support operations and investments through the industry cycle. In addition to a robust cash position, Hydro's liquidity is supported by a USD 1.6 billion revolving credit facility due to expire in 2026 and another credit facility of USD 1.3 billion which expires in April 2023. The margin on the facility is linked to Hydro's CO₂ emissions reduction target, thereby linking financing costs to the progress on Hydro's main climate target and highlights the important connection between sustainability and profitability. Additional

sources of liquidity include various overdraft facilities and short-term liquidity lines. The maturity profile of Hydro's outstanding bonds, as at the date of this Prospectus, is as below:



Funding of subsidiaries, associates and jointly controlled entities

Normally, the Issuer incurs debt and extends loans and/or equity injections to wholly-owned subsidiaries to fund capital requirements. Hydro's policy is to finance part-owned subsidiaries and investments in associates and joint arrangements according to its ownership share, on equal terms with the other shareholders. All financing is executed on an arm's-length basis. Project financing is used for certain funding requirements mainly to mitigate risks while also considering partnership opportunities and other relevant factors.

MARKET DEVELOPMENTS

Global macroeconomic developments

The war in Ukraine, energy crisis in Europe, high inflation and increasing interest rates have impacted global growth forecasts for 2022 and 2023 and continue to add uncertainty. Various key markets are reporting their highest inflation rates for the past 20 years, and in response the major central banks are increasing interest rates. Monetary policy tightening combined with high energy prices and a slow-down in China is impacting the global growth outlook. For Europe, concerns surrounding energy security for the winter are weighing on growth forecasts.

Bauxite and alumina

The average Platts alumina index ("**PAX**") decreased in the third quarter of 2022 to USD 338 per tonne, compared to USD 373 per tonne in the second quarter 2022.

The PAX decreased from USD 361 per tonne at the beginning of the third quarter of 2022 to USD 330 per tonne in mid-July 2022 and stabilized around this price level for most of the remainder of the third quarter of 2022, reflecting price levels of domestic alumina in China. Compared to the third quarter of 2021, the average PAX was 3 per cent. higher.

In July and August 2022 combined, China imported 315 kilotons of alumina, mostly from Australia and Indonesia. Alumina exports from China to Russia initiated in the second quarter of 2022 continued, reaching a total of 106kt in July and August 2022.

China imported 21 million tonnes of bauxite in July and August 2022, 19 per cent. higher than the same period in 2021, driven by a 40 per cent. increase in imports from Guinea. Guinea, Australia and Indonesia accounted for nearly all of China's bauxite imports in the period. The average Chinese bauxite import price was USD 60 per tonne (cost, insurance and freight ("**CIF**") in the first two months of the third quarter of 2022, up from USD 48 per tonne CIF in the third quarter 2021, mainly driven by higher oil prices and ocean freight rates.

Primary aluminium

The three-month aluminium price decreased during the third quarter of 2022, starting such quarter at USD 2,444 per tonne and ending at USD 2,162 per tonne, as fears of recession, weak global demand in combination with strong production and export growth of semis and fabricated products from China led to pressure on prices.

Uncertainty remains for certain aluminium production facilities as high global energy prices and weakening demand put pressure on smelter margins, and as a result many producers in Europe and the United States have curtailed parts of their production.

European duty paid standard ingot premiums ended the third quarter of 2022 at USD 382 per tonne, down significantly from USD 582 per tonne at the end of the second quarter of 2022. The United States Midwest premium decreased from USD 688 per tonne at the beginning of the third quarter of 2022 to USD 511 per tonne at the end of such quarter, as market concern grew over a potential recession and freight rates decreased.

Shanghai Futures Exchange ("**SHFE**") prices decreased by USD 233 per tonne excluding value added tax ("**VAT**") from start of the third quarter of 2022 to the end of that quarter, ending at USD 2,267 per tonne excluding VAT. The average SHFE price for the third quarter of 2022 was down USD 409 per tonne excluding VAT compared to the second quarter of 2022.

In the third quarter of 2022, global primary aluminium consumption was down 1 per cent. compared to the third quarter of 2021, driven by a decrease of 27 per cent. in Russia, partly offset by an increase of 4 per cent. in North America.

For 2022, the Commodities Research Unit (the "CRU") and Wood Mackenzie (a global research and consultancy business), are estimating a global deficit of primary aluminium between 0.4 million tonnes and 0.7 million tonnes.

The European consumption of extrusion ingot and sheet ingot decreased in the third quarter of 2022 compared to the same period of 2021. Consumption of primary foundry alloys was stable in the third quarter of 2022.

Total global stocks at the end of the third quarter of 2022 were estimated to be 9.2 million tonnes, up 0.2 million tonnes compared to the second quarter of 2022 and down 0.9 million tonnes compared to the third quarter of 2021.

Extruded products

European demand for extrusions in the third quarter of 2022 is estimated to have decreased 6 per cent. compared to the same quarter of 2021 and 24 per cent. compared to the second quarter of 2022, partly due to seasonality. Demand for the industrial and the building and construction segments weakened into the third quarter of 2022, while growth in automotive demand improved slightly as supply-chain issues are easing. The renewable energy sector also showed solid demand growth in the third quarter of 2022.

The CRU estimates that the European demand for extruded products will decrease 15 per cent. in the fourth quarter of 2022 compared to the same quarter of 2021. Overall, extrusion demand is estimated by the CRU to decrease by 4 per cent. in 2022 compared to 2021.

North American extrusion demand is estimated by the CRU to have increased by 2 per cent. during the third quarter of 2022 compared to the same quarter of 2021, and to have decreased by 5 per cent. compared to the second quarter of 2022. Demand has continued to remain fairly strong across key segments, particularly non-residential building and construction, automotive and transportation, but overall demand is softening into 2023 amid weaker macro-economic development.

The CRU estimates that the North American demand for extruded products will be flat in the fourth quarter of 2022 compared to the same quarter of 2021. Overall, extrusion demand is estimated to increase by 4 per cent. in 2022 compared to 2021.

Energy

In the third quarter of 2022, Nordic power prices increased further to a new record due to continued weak hydrology and exposure to record high continental power prices. Continental power prices have increased primarily due to higher gas prices following concerns about energy security for the winter. Prices are also impacted by continued low production in French nuclear power plants.

Prices in the northern part of the Nordic market remained low due to strong hydrology and limited transmission capacity towards the south. Hence, significant price area differences in the Nordic region have continued through the third quarter of 2022, and are expected to prevail into the fourth quarter of 2022.

The Nordic hydrological balance ended the third quarter of 2022 around 10 TWh below normal, compared to around 5 TWh below normal at the end of the second quarter of 2022 and 19 TWh below normal at the end of third quarter of 2021. Hydropower reservoirs in Norway were at 70 per cent. of full capacity at the end of the third quarter of 2022, which is 13 percentage points below the normal level. In Southwestern Norway, the reservoirs were only 53 per cent. full at the end of September 2022, 30 percentage points below

the normal level. Hydrology in Southern Norway improved in early October 2022, but reservoir levels were still below normal. The Norwegian transmission system operator, Statnett, maintains that energy security in Southern Norway may be a concern during the winter of 2022.

ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

There are no potential conflicts of interest between any duties to the Issuer of the persons referred to in this section and their private interests and/or other duties.

Board of Directors

Set out below is the name and position of each member of the Board of Directors as at the date of this Prospectus. The business address of each member of the Board of Directors is Drammensveien 264, 0283 Oslo, Norway.

Name	Position	External roles	Education
Dag Mejdell	Chairperson	Chair of Sparebank 1 SR Bank ASA Chair of Mestergruppen AS Chair of Torghatten AS Chair of International Post Corporation UA CV	Degree in Economics and Business Administration (siviløkonom) from the Norwegian School of Economics (NHH)
Rune Bjerke	Deputy Chairperson	Chair of Reitan Retail AS Chair of Wallenius Wilhelmsen Deputy Chair of Schibsted ASA Chair of Merkantilbygg Holding AS	Exam. Oecon., University of Oslo, Oslo, Norway (1985) Master in Public Administration from Harvard University, Massachusetts, USA (1997)
Peter Kukielski	Board member	President and CEO of Hudbay Minerals	Master of Science Civil Engineering, Stanford University (US)
Marianne Wiinholt	Board member	Board member and Chair of the Audit Committee of Coloplast A/S	State Authorised public Accountant Cand. Merc. Aud, Copenhagen Business School (Copenhagen, Denmark 1990) Bachelor communication, Copenhagen Business School (Copenhagen, Denmark 1987)
Kristin Fejerskov Kragseth	Board member	Chair of Stavanger Sandnes Skøyteklubb Deputy board member for ONS (Offshore Northern Seas)	M. Eng, Ocean Engineering, Texas A&M University (Collage Station, TX, USA 2002)

Name	Position	External roles	Education
			<p>Engineer Marine, Høgskulen på Vestlandet (Bergen, Norway 1989)</p> <p>ExxonMobil Management Program, INSEAD Management Program</p>
Petra Einarsson	Board member	<p>Board member and Chair of the Audit Committee Scandinavian Biogas</p> <p>Board member and Chair of the Audit Committee Svenska Aerogel AB</p> <p>Board member Alimak Group AB</p> <p>Board member, Chair of the Audit Committee, Member of the Remuneration Committee SSAB</p>	BSc in Business Administration and Economics Specialisation in Managerial Economics (Uppsala University 1989)
Philip Graham New	Board member	<p>Advisory Board, UK Energy Research Centre</p> <p>Advisory Board, UK Treasury Net Zero Review</p> <p>Advisory Board, Bartlett School, UCL</p> <p>Chair, Ministerial Electric Vehicle Energy Task Force</p> <p>Director/Board Advisor, Fotowatio Renewable Ventures BV</p> <p>Director, AlmarWater Solutions BV</p> <p>Fellow, Institute of Energy</p> <p>Council Member, World Economic Forum Global Future Council</p>	MA; PPE (University of Oxford 1983)
Arve Baade	Board member	Chair of Sunndal Kjemiske Fagforening, Board member of Sunndal Næringssselskap AS	Certificate of apprenticeship in process studies

Name	Position	External roles	Education
Bjørn Petter Moxnes	Board member	Union representative for Engineers with master's degree and for SSR representatives in Norsk Hydro ASA (since 2018)	Master's degree in Chemical Engineering from NTH (Trondheim 1985) Master's degree in Technology Management (NTNU/Bergen/MIT 2002)
Torleif Sand	Board member	Deputy Årdal Chemical Union Board member AMS Member of Landsstyret Industri Energi	N/A
Margunn Sundve	Board member	Full-time Union representative connected with Industri Energi since 2011	N/A

Management

Set out below is the name and position of each member of the management team as at the date of this Prospectus. The business address of each member of the management team is: Drammensveien 264, 0283 Oslo, Norway.

Name	Position	External roles	Education
Hilde Merete Aasheim	President and CEO	Chairperson in the Federation of Norwegian Industries (Norsk Industri)	State Authorised Public Accountant Master's degree in business economics from the Norwegian School of Economics and Business Administration
Pål Kildemo	Executive Vice President and Chief Financial Officer	Board position in the Future Leaders development program	Master's degree in Economics and Finance from Heriot-Watt University, Edinburgh, Scotland
Arvid Moss	Executive Vice President, Hydro Energy	Chair of the Board in Eksportstrategirådet (Norway's Export Strategy Council)	Norwegian School of Economics and Business Administration (NHH)

Name	Position	External roles	Education
Eivind Kallevik	Executive Vice President, Hydro Aluminium Metal	Management Committee, Eurometaux	Master's degree in Business Administration from the University of San Francisco
John Thuestad	Executive Vice President, Hydro Bauxite & Alumina	Board member of Yara ASA Member of IAI	Master's degree in Metallurgy from NTNU (Norwegian University of Science and Technology) MBA from Carnegie Mellon University Pittsburgh, USA
Paul Warton	Executive Vice President, Hydro Extrusions	Member of Executive Committee of European Aluminium	BSc degree from University of Birmingham, UK MBA from London Business School
Trond Olaf Christopherse n	Executive Vice President for Corporate Development	N/A	Master of Management, BI Norwegian Business School (2006) MSc Mechanical Engineering, University of Bath, UK (1997)/ MSc Mechanical Engineering, NTNU, Trondheim, Norway (1997)
Therese Rød Holm	Executive Vice President for Communication & Public Affairs	N/A	Norwegian School of Economics and Business Administration (NHH)
Hilde Vestheim Nordh	Executive Vice President, People & HSE	N/A	MSc in Materials Technology from Rheinisch Westfälische Technische Hochschule (RWTH) Aachen, Germany
Anne-Lene Midseim	Executive Vice President, Legal and Compliance	Chair of the Board of Directors of Industriforsikring AS Board member of Gassco AS	Law degree from the University of Oslo

MAJOR SHAREHOLDERS

Hydro had 2,068,998,276 issued shares at the end of September 2022. A total of 1.3 billion Hydro shares were traded on the Oslo Stock Exchange (“OSE”) during 2021 at a value of NOK 74 billion, making Hydro the eighth most traded company on the OSE. The average daily trading volume for Hydro shares on the OSE during 2021 was 5.3 million shares. Hydro’s shares are listed on the OSE, while Hydro’s American Depositary Shares trade on OTCQX International in the United States, the premium over-the-counter market tier.

Hydro’s 20 largest shareholders as of 30 September 2022		
Shareholders	Shares	% of shares
NÆRINGS- OG FISKERIDEPARTEMENTET	708,865,253	34.26
FOLKETRYGDFONDET	125,351,737	6.06
STATE STREET BANK AND TRUST COMP	57,999,598	2.80
JPMORGAN CHASE BANK, N.A., LONDON	26,481,955	1.28
STATE STREET BANK AND TRUST COMP	25,264,658	1.22
STATE STREET BANK AND TRUST COMP	24,954,889	1.21
GOLDMAN SACHS & CO. LLC	23,840,701	1.15
CLEARSTREAM BANKING S.A.	21 833 828	1.06
JPMORGAN CHASE BANK, N.A., LONDON	19 956 410	0.96
GOLDMAN SACHS BANK EUROPE SE	19 370 766	0.94
STATE STREET BANK AND TRUST COMP	19 213 681	0.93
JPMORGAN CHASE BANK, N.A., LONDON	18 936 716	0.92
MORGAN STANLEY & CO. INT. PLC.	18,264,860	0.88
STATE STREET BANK AND TRUST COMP	18 086 058	0.87
THE BANK OF NEW YORK MELLON SA/NV	17,382,094	0.84
NORSK HYDRO ASA	16,977,403	0.82
EUROCLEAR BANK S.A./N.V.	14 523 712	0.70
J.P. MORGAN SE	14,313,634	0.69
CACEIS BANK	13 587 170	0.66
BROWN BROTHERS HARRIMAN & CO	13 530 770	0.65
20 largest shareholders total	1,218,735,893	58.90
Other shares	850,262,383	41.10
Total	2,068,998,276	100.00

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of Part A of the applicable Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) (where applicable) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes or be deemed to be incorporated by reference in, and to form part of, the Deed of Covenant by which the VPS Notes are constituted. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the applicable Final Terms. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are issued pursuant to an Agency Agreement (as amended or supplemented as at the Issue Date, the “**Agency Agreement**”) dated on or around 7 November 2022 between the Issuer, Citibank N.A., London Branch as fiscal agent and the other agents named in the Agency Agreement and with the benefit of a Deed of Covenant (as amended or supplemented as at the Issue Date, the “**Deed of Covenant**”) dated on or around 7 November 2022 executed by the Issuer in relation to the Notes. The fiscal agent, the paying agents, the registrar, the transfer agents, the calculation agent(s) and the VPS paying agent for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent and the VPS Paying Agent), the “**Registrar**”, the “**Transfer Agents**”, the “**Calculation Agent(s)**” and the “**VPS Paying Agent**”. The Noteholders (as defined below), the holders of the interest coupons (the “**Coupons**”) relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the “**Talons**”) (the “**Couponholders**”) are deemed to have notice of all of the provisions of the Agency Agreement applicable to them. Electronic copies of the Agency Agreement and the Deed of Covenant are available upon request to the Paying Agents, the Registrar and the Transfer Agents.

As used in these terms and conditions (the “**Conditions**”), “**Tranche**” means Notes which are identical in all respects, including as to Issue Date. Notes cleared through the Norwegian Central Securities Depository, Verdipapirsentralen ASA (“**VPS**”) are referred to as “**VPS Notes**”.

The VPS Notes will be registered in uncertificated and dematerialised book entry form with VPS. VPS Notes registered in VPS are negotiable instruments and not subject to any restrictions on free negotiability under Norwegian law.

As the VPS Notes will be in uncertificated and dematerialised book entry form, the Conditions applicable to the VPS Notes shall be deemed to be incorporated by reference in, and to form part of, the Deed of Covenant by which the VPS Notes are constituted.

1 Form, Denomination and Title

The Notes, other than VPS Notes, are issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Notes**”).

The Notes are issued in the Specified Denomination(s) shown in the applicable Final Terms.

The VPS Notes are issued in uncertificated and dematerialised book entry form in accordance with the Norwegian Central Securities Depository Register Act 2019 (*Lov om verdipapirsentraler og verdipapiroppgjør mv. av 2019 15. Mars nr. 6*).

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis as specified in the applicable Final Terms.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

Registered Notes are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

The VPS Notes shall be regarded as Registered Notes for the purposes of these Conditions save to the extent these Conditions are inconsistent with Norwegian laws, regulations and operating procedures applicable to and/or issued by VPS for the time being (the “**VPS Rules**”). No physical VPS Notes or certificates will be issued in respect of the VPS Notes and the provisions in these Conditions relating to presentation, surrender or replacement of such physical Notes or certificates shall not apply to the VPS Notes.

Title to the Bearer Notes and the Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the “**Register**”). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

Title to the VPS Notes shall pass by registration in the register (the “**VPS Register**”) in accordance with the VPS Rules. The Issuer shall be entitled to obtain information from VPS in accordance with the VPS Rules. Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any VPS Note shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating the holder.

In these Conditions, other than in relation to VPS Notes, “**Noteholder**” means the bearer of any Bearer Note relating to it or the person in whose name a Registered Note is registered (as the case may be), “**holder**” (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them in these Conditions, the absence of any such meaning indicating that such term is not applicable to the Notes. In these Conditions in relation to VPS Notes only, “**Noteholder**” or “**holder**” means the person in whose name a VPS Note is registered in the VPS Register and shall also include any person duly authorised to act as a nominee (Norwegian: *forvalter*) and registered as a holder of the VPS Notes.

2 No Exchange of Notes and Transfers of Registered Notes and VPS Notes

- (a) **No Exchange of Notes:** Registered Notes may not be exchanged for Bearer Notes or VPS Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Notes or VPS Notes. VPS Notes of one Specified Denomination may not be exchanged for VPS Notes of

another Specified Denomination. VPS Notes may not be exchanged for Registered Notes or Bearer Notes.

- (b) **Transfer of Registered Notes:** One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate, (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Noteholders. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.
- (c) **Exercise of Options or Partial Redemption in Respect of Registered Notes:** In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.
- (d) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to Conditions 2(b) or (c) shall be available for delivery within three business days of receipt of the form of transfer or Exercise Notice (as defined in Condition 6(g)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).
- (e) **Transfers Free of Charge:** Transfers of Notes and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

- (f) **Closed Periods:** No Noteholder may require the transfer of a Registered Note to be registered (i) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(d) or Condition 6(e), (ii) after any such Note has been called for redemption or (iii) during the period of seven days ending on (and including) any Record Date.
- (g) **VPS Notes:** One or more VPS Notes may be transferred in accordance with the VPS Rules. In the case of an exercise of option resulting in VPS Notes of the same holding having different terms, separate VPS Notes registered with the VPS Register shall be issued in respect of those VPS Notes of that holding having the same terms. Such VPS Notes shall only be issued against surrender of the existing VPS Notes in accordance with the VPS Rules.

Each new VPS Note to be issued pursuant to the above shall be available for delivery within three business days of receipt of the request and the surrender of the VPS Notes for exchange. Delivery of the new VPS Note(s) shall be made to the same VPS account on which the original VPS Notes were registered. In this Condition 2(g) in relation to VPS Notes only, “**business day**” means a day, other than a Saturday or Sunday, on which VPS is open for business.

Exchange and transfer of VPS Notes on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer or the VPS Paying Agent, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the VPS Paying Agent may require).

No holder may require the transfer of a VPS Note to be registered during any closed period pursuant to the then applicable VPS Rules.

3 Status

The Notes and the Coupons constitute direct, unconditional and (subject to Condition 4) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes and the Coupons shall subject to Condition 4 at all times rank at least equally with all its other unsecured and unsubordinated obligations from time to time outstanding, save for such exceptions as may be provided by applicable legislation.

4 Negative Pledge

- (a) **Negative Pledge:** So long as any Note or Coupon remains outstanding (as defined in the Agency Agreement), the Issuer shall not create or permit to subsist any Security over any of its assets as security for Financial Indebtedness of the Issuer or any third party.
- (b) **Exceptions to Negative Pledge:** Condition 4(a) shall not apply to any Security:
 - (i) granted pursuant to any netting or set-off arrangement entered into by the Issuer;
 - (ii) granted pursuant to any lien arising by operation of law or in the ordinary course of business;
 - (iii) granted pursuant to any title transfer or retention of title arrangement entered into in the ordinary course of business;
 - (iv) over or affecting any asset acquired by the Issuer after the Issue Date; or
 - (v) granted by the Issuer over any of its assets in favour of a third party to secure any Financial Indebtedness of the Issuer or any third party (“**Third Party Security**”), subject to, at the

same time or prior thereto granting the Noteholders such other Security as shall be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders.

In these Conditions:

- (i) **“Financial Indebtedness”** means any indebtedness for or in respect of:
 - (A) moneys borrowed;
 - (B) any amount raised by acceptance under any acceptance credit facility;
 - (C) any amount raised pursuant to any note purchase facility or the issue of notes, debentures, loan stock or any similar instrument;
 - (D) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
 - (E) any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing and would be treated as such in accordance with generally accepted accounting principles applicable to the Issuer (but, for the avoidance of doubt, excluding any trade credit incurred in the ordinary course of business); and
 - (F) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (A) to (E) above,provided, that for the avoidance of doubt, Financial Indebtedness shall not include any indebtedness for or in respect of any interest rate swap, currency swap, forward foreign exchange transaction, cap, floor, collar or option transaction or any other treasury transaction that, for the avoidance of doubt, is not covered by any of sub-paragraphs (A) to (F) above or any combination or hybrid thereof or any derivative or other transaction entered into in connection with protection against or benefit from fluctuation in any rate or price; and
- (ii) **“Security”** means a mortgage, charge, pledge, lien or other security interest securing any Financial Indebtedness.

5 Interest and other Calculations

- (a) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from, and including, the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(f).
- (b) **Interest on Floating Rate Notes:**
 - (i) *Interest Payment Dates:* Each Floating Rate Note bears interest on its outstanding nominal amount from, and including, the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(f). Such Interest Payment Date(s) is/are either as specified in the applicable Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period specified in the applicable

Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

- (ii) *Business Day Convention*: If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) *Rate of Interest*: The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the applicable Final Terms and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the applicable Final Terms.

(A) ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate, provided that in any circumstances where under the ISDA Definitions the Calculation Agent would be required to exercise any discretion, including the selection of any reference banks and seeking quotations from reference banks, when calculating the relevant ISDA Rate, the relevant determination(s) which require the Calculation Agent to exercise its discretion shall instead be made by the Issuer or its designee. For the purposes of this sub-paragraph (A), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (x) if the Final Terms specify either “2006 ISDA Definitions” or “2021 ISDA Definitions” as the applicable ISDA Definitions:
 - 1) the Floating Rate Option (as defined in the relevant ISDA Definitions) is as specified in the applicable Final Terms;
 - 2) the Designated Maturity (as defined in the relevant ISDA Definitions), if applicable, is a period specified in the applicable Final Terms;
 - 3) the relevant Reset Date (as defined in the relevant ISDA Definitions) is as specified in the applicable Final Terms;
 - 4) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the relevant ISDA Definitions), Compounding is specified to be applicable in the applicable Final Terms and:

- (I) Compounding with Lookback is specified as the Compounding Method in the applicable Final Terms, (a) Compounding with Lookback is the Overnight Rate Compounding Method and (b) Lookback is the number of Applicable Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms;
 - (II) Compounding with Observation Period Shift is specified as the Compounding Method in the applicable Final Terms, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms and (b) Observation Period Shift Additional Business Days (as defined in the relevant ISDA Definitions), if applicable, are the days specified in the applicable Final Terms; or
 - (III) Compounding with Lockout is specified as the Compounding Method in the applicable Final Terms, (a) Compounding with Lockout is the Overnight Rate Compounding Method, (b) Lockout is the number of Lockout Period Business Days (as defined in the relevant ISDA Definitions) specified in the Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the applicable Final Terms; and
- 5) if the specified Floating Rate Option is an Index Floating Rate Option (as defined in the relevant ISDA Definitions) and Index Provisions are specified to be applicable in the relevant Final Terms, the Compounded Index Method with Observation Period Shift shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms and (b) Observation Period Shift Additional Business Days (as defined in the relevant ISDA Definitions) are the days, if applicable, specified in the applicable Final Terms);
- 6) references in the relevant ISDA Definitions to:
- (I) “**Confirmation**” shall be deemed to be references to the applicable Final Terms;
 - (II) “**Calculation Period**” shall be deemed to be references to the relevant Interest Accrual Period;
 - (III) “**Termination Date**” shall be deemed to be references to the Maturity Date; and
 - (IV) “**Effective Date**” shall be deemed to be references to the Interest Commencement Date; and
- (y) if the Final Terms specify “2021 ISDA Definitions” as the applicable ISDA Definitions:
- 1) Administrator/Benchmark Event shall be disapplied; and

- 2) if the Temporary Non-Publication Fallback for any specified Floating Rate Option is specified to be “Temporary Non-Publication Fallback – Alternative Rate” in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to “Calculation Agent Alternative Rate Determination” in the definition of “Temporary Non-Publication Fallback – Alternative Rate” shall be replaced by “Temporary Non-Publication Fallback – Previous Day’s Rate”.

(B) Screen Rate Determination

- (x) Subject to Condition 5(j), where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

- 1) the offered quotation; or
- 2) arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate as specified as applicable in the relevant Final Terms which appears or appear, as the case may be, on the Relevant Screen Page as at the Specified Time on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided below) of such offered quotations.

- (y) if the Relevant Screen Page is not available or if, sub-paragraph (x)(1) applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (x)(2) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to the Calculation Agent (at the request of the Issuer) by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, or if the Reference Rate is STIBOR, the Stockholm inter-bank market, or if the Reference Rate is NIBOR, the Oslo inter-bank market, or if any other Reference Rate is used, the inter-bank market of the Relevant Financial Centre, as the case may be; or
- (z) if paragraph (y) applies, and fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose and may be Reference Banks) informs

the Calculation Agent it is quoting to leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, or if the Reference Rate is STIBOR, the Stockholm inter-bank market, or if the Reference Rate is NIBOR, the Oslo inter-bank market, or if any other Reference Rate is used, the inter-bank market of the Relevant Financial Centre, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(C) Linear Interpolation

Where Linear Interpolation is specified in the applicable Final Terms in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified in the applicable Final Terms), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Issuer (acting in good faith and in a commercially reasonable manner, and in consultation with an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer) shall determine such rate at such time and by reference to such sources as it determines appropriate

“**Applicable Maturity**” means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (b) in relation to ISDA Determination, the Designated Maturity.

- (c) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(b)(i)).
- (d) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).
- (e) **Margin, Maximum/Minimum Rates of Interest and Redemption Amounts and Rounding:**

- (i) If any Margin is specified in the applicable Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 5(b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
 - (ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified in the applicable Final Terms, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
 - (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up), (y) all figures shall be rounded to seven significant figures (provided that if the eighth significant figure is a 5 or greater, the seventh significant figure shall be rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with half a unit being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.
- (f) **Calculations:** The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified in the applicable Final Terms, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.
- (g) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Change of Control Redemption Amounts:** The Calculation Agent shall, as soon as practicable on each Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Change of Control Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Change of Control Redemption Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such

information and, if the Notes are listed and/or admitted to trading on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

- (h) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“Business Day” means:

- (i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency and/or
- (ii) in the case of euro, a day on which the TARGET System is operating (a **“TARGET Business Day”**) and/or
- (iii) in the case of a currency and/or one or more Business Centres a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

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

- (i) if **“Actual/Actual”** or **“Actual/Actual - ISDA”** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)
- (ii) if **“Actual/365 (Fixed)”** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365
- (iii) if **“Actual/365 (Sterling)”** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366

- (iv) if “**Actual/360**” is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360
- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

- (viii) if “**Actual/Actual-ICMA**” is specified in the applicable Final Terms,
- (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
 - (b) if the Calculation Period is longer than one Determination Period, the sum of:
 - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date.

“Determination Date” means the date(s) specified as such in the applicable Final Terms or, if none is so specified, the Interest Payment Date(s).

“Euro-zone” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

“Interest Accrual Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

“Interest Amount” means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified in the applicable Final Terms, shall mean the Fixed Coupon Amount or Broken Amount specified in the applicable Final Terms as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

“Interest Commencement Date” means the Issue Date or such other date as may be specified in the applicable Final Terms.

“Interest Determination Date” means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the applicable Final Terms or, if none is so specified (i) the first day of such Interest Accrual Period if the Specified Currency is sterling, (ii) the day falling two Business Days in Oslo prior to the first day of such Interest Accrual Period if the Specified Currency is NOK, (iii) the day falling two Business Days in Stockholm prior to the first day of such Interest Accrual Period if the Specified Currency is SEK or (iv) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro.

“Interest Period” means the period beginning on and including the Interest Commencement Date and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date unless otherwise specified in the applicable Final Terms.

“Interest Period Date” means each Interest Payment Date unless otherwise specified in the applicable Final Terms.

“ISDA Definitions” means (i) if “2006 ISDA Definitions” is specified in the applicable Final Terms, the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. (“ISDA”), as amended and updated as at the Issue Date of the first Tranche of the Notes; or (ii) if “2021 ISDA Definitions” is specified in the applicable Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions, including any Matrices referred to therein, as published by ISDA as at the Issue Date of the first Tranche of the Notes.

“NIBOR” means the Norwegian kroner interbank offered rate.

“**Rate of Interest**” means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions in the applicable Final Terms.

“**Reference Banks**” means in the case of a determination of (i) EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market (ii) STIBOR, the principal Stockholm office of four major banks in the Stockholm inter-bank market, (iii) NIBOR, the principal Oslo office of four major banks in the Oslo inter-bank market or (iv) any other Reference Rate, the principal Relevant Financial Centre office of four major banks in the inter-bank market of the Relevant Financial Centre, in each case selected by the Issuer.

“**Reference Rate**” means the rate specified as such in the applicable Final Terms.

“**Relevant Financial Centre**” means the financial centre specified as such in the applicable Final Terms.

“**Relevant Screen Page**” means such page, section, caption, column or other part of a particular information service as may be specified in the applicable Final Terms (or any successor or replacement page, section, caption, column or other part of a particular information service).

“**Specified Currency**” means the currency specified as such in the applicable Final Terms or, if none is specified, the currency in which the Notes are denominated.

“**Specified Time**” means the time specified as such in the applicable Final Terms or, if no such time is so specified 11.00 a.m. (Brussels time) if the Reference Rate is EURIBOR, 11.00 a.m. (Stockholm time) if the Reference Rate is STIBOR or 12.00 noon (Oslo time) if the Reference Rate is NIBOR.

“**STIBOR**” means the Stockholm interbank offered rate.

“**TARGET System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

- (i) **Calculation Agent:** The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in the applicable Final Terms and for so long as any Note is outstanding (as defined in the Agency Agreement). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Change of Control Redemption Amount as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively

involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(j) **Benchmark Discontinuation:**

(i) Independent Adviser

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5(j)(ii)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 5(j)(iv)). In making such determination, the Independent Adviser appointed pursuant to this Condition 5(j) shall act in good faith and in a commercially reasonable manner as an expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Fiscal Agent, the Paying Agents, the Noteholders or the Couponholders for any determination made by it pursuant to this Condition 5(j).

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate and/or (in either case) an Adjustment Spread in accordance with this Condition 5(j)(i) prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 5(j)(i).

(ii) Successor Rate or Alternative Rate

If the Independent Adviser, determines that:

- (a) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(j)); or
- (b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be

used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(j)).

(iii) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(iv) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 5(j) and the Independent Adviser, determines (i) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(j)(v), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice. For the avoidance of doubt, the Fiscal Agent, the Paying Agents and any other agents party to the Agency Agreement shall, at the direction and expense of the Issuer, effect such consequential amendments to these Conditions and/or the Agency Agreement as may be required in order to give effect to the application of this Condition 5(j).

Notwithstanding any other provision of this Condition 5(j), the Calculation Agent or any Paying Agent is not obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 5(j) to which, in the sole opinion of the Calculation Agent or the relevant Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent or the relevant Paying Agent (as applicable) in the Agency Agreement and/or these Conditions.

In connection with any such variation in accordance with this Condition 5(j)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 5(j) will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 14, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Noteholders of the same, the Issuer shall deliver to the Fiscal Agent, the Calculation Agent and the Paying Agents a certificate signed by two directors of the Issuer:

- (a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate, (iii) the applicable Adjustment Spread and (iv) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 5(j); and
- (b) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

Each of the Fiscal Agent, the Calculation Agent and the Paying Agents shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Fiscal Agent's or the Calculation Agent's or the Paying Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agents and the Noteholders.

Notwithstanding any other provision of this Condition 5(j), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 5(j), the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Condition 5(j)(i), (ii), (iii) and (iv), the Original Reference Rate and the fall-back provisions provided for in Condition 5(b)(B) will continue to apply unless and until a Benchmark Event has occurred.

(vii) Definitions

As used in this Condition 5(j):

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

- (a) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (b) the Independent Adviser determines, is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if Independent Adviser determines that no such spread is customarily applied)
- (c) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

“**Alternative Rate**” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5(j)(ii) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes.

“**Benchmark Amendments**” has the meaning given to it in Condition 5(j)(iv).

“**Benchmark Event**” means:

- (a) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (b) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (c) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (d) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or
- (e) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or
- (f) it has or will prior to the next Interest Determination Date become unlawful for any Paying Agent, the Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate;

provided that the Benchmark Event shall be deemed to occur (i) in the case of sub-paragraphs (b) and (c) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (ii) in the case of sub-paragraph (d) above, on the date of the prohibition of use of the Original Reference Rate and (iii) in the case of sub-paragraph (e) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Fiscal Agent, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Fiscal Agent, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

“**business day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Calculation Agent.

“**Independent Adviser**” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 5(j)(i).

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

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

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

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

- (k) **Sustainability-Linked Notes** This Condition 5(k) applies to Notes in respect of which the applicable Final Terms indicate that the Sustainability-Linked Notes (Step Up Option) or the Sustainability-Linked Notes (Redemption Premium Option) is applicable (such Notes, the “**Sustainability-Linked Notes**”).
 - (i) *Step Up Notes*: In the case of Notes in respect of which the applicable Final Terms indicate that Sustainability-Linked Notes (Step Up Option) is applicable (“**Step Up Notes**”):

- (a) the applicable Final Terms shall specify whether one or more Step Up Event(s) apply and the corresponding Step Up Margin in respect of each such Step Up Event;
 - (b) subject to Conditions 5(k)(i)(c) and 5(k)(i)(d) below, if a Step Up Event occurs, (in the case of Fixed Rate Notes only) the applicable Rate of Interest or (in the case of Floating Rate Notes only) the applicable Margin (as the case may be) shall be increased by the relevant Step Up Margin with effect from (and including) the Step Up Date;
 - (c) any increase in the Rate of Interest or Margin (as the case may be) pursuant to Condition 5(k)(i)(b) above may occur no more than once in respect of each relevant Step Up Event and, subject to Condition 5(k)(iv) and Condition 5(k)(v) below, such increased Rate of Interest or Margin (as the case may be) will not subsequently decrease; and
 - (d) if (A) more than one Reference Year is specified in the applicable Final Terms in respect of a Total GHG Emissions Event; (B) a Total GHG Emissions Event occurs in any applicable Reference Year such that (in the case of Fixed Rate Notes only) the applicable Rate of Interest or (in the case of Floating Rate Notes only) the applicable Margin (as the case may be) has been increased by the relevant Step Up Margin pursuant to Condition 5(k)(i)(b) above; and (C) a Reporting Reset Event and/or a Condition Satisfaction Reset Event is not applicable or if applicable, has not occurred then if another Total GHG Emissions Event occurs with respect to any subsequent Reference Year, no additional Step Up Margin will apply pursuant to Condition 5(k)(i)(b) above and the first applicable Step-Up Margin shall continue to apply to the Notes.
- (ii) *Redemption Premium Notes*: In the case of Notes in respect of which the applicable Final Terms indicate that Sustainability-Linked Notes (Redemption Premium Option) is applicable ("**Redemption Premium Notes**"):
- (a) the applicable Final Terms shall specify whether one or more Step Up Event(s) apply and the corresponding Redemption Premium Amount and the corresponding Redemption Premium Payment Date in respect of each such Step Up Event;
 - (b) subject to Condition 5(k)(ii)(c) and 5(k)(ii)(d) below, if a Step Up Event occurs, the Issuer shall pay to each Noteholder an amount equal to the relevant Redemption Premium Amount on the relevant Redemption Premium Payment Date (or, (x) if the Issuer gives notice of its intention to redeem the Notes in accordance with Condition 6, and the relevant early redemption date falls prior to such Redemption Premium Payment Date, on the relevant early redemption date or (y) if the Notes becomes due and payable in accordance with Condition 10 prior to such Redemption Premium Payment Date, on the date on which they become due and payable);
 - (c) an amount equal to any Redemption Premium Amount shall become payable no more than once in respect of each relevant Step Up Event that occurs and, subject to Condition 5(k)(iv) and Condition 5(k)(v) below, such amount will not subsequently cease to be payable; and

- (d) if (A) more than one Reference Year is specified in the applicable Final Terms in respect of a Total GHG Emissions Event; (B) a Total GHG Emissions Event occurs in any applicable Reference Year such that a Redemption Premium Amount is payable pursuant to Condition 5(k)(ii)(b) above; and (C) a Reporting Reset Event and/or a Condition Satisfaction Reset Event is not applicable or if applicable, has not occurred, then if another Total GHG Emissions Event occurs with respect to any subsequent Reference Year, no additional Redemption Premium Amount will be payable pursuant to Condition 5(k)(ii)(b) above.
- (iii) *Notification:* With respect to each relevant Step Up Event that is specified in the applicable Final Terms, the Issuer will cause the occurrence of such Step Up Event or the satisfaction of the relevant Sustainability-Linked Note Condition (as the case may be) to be notified to the Fiscal Agent, the Paying Agents and, in accordance with Condition 14, the Noteholders promptly after such occurrence or satisfaction (as applicable) and no later than the relevant Step Up Event Notification Deadline. Such notice shall be irrevocable and, if a Step Up Event has occurred, shall:
- (a) in respect of Step Up Notes only, specify the relevant Step Up Date and the Rate of Interest or Margin (as the case may be) that shall apply to such Step Up Notes with effect from (and including) the Step Up Date; and
- (b) in respect of Redemption Premium Notes only, specify the relevant Redemption Premium Amount and the corresponding Redemption Premium Payment Date.
- (iv) *Reporting Reset Event:*
- With respect to each Step Up Event that applies, the applicable Final Terms shall specify whether a Reporting Reset Event also applies. If a Reporting Reset Event is applicable to a Step Up Event, then if:
- (a) the relevant Step Up Event had originally occurred solely because the relevant Reporting Condition was not satisfied due to reasons outside the control of the Issuer;
- (b) the Environment, Social and Governance Report and/or Assurance Report (as applicable) is subsequently published as required by Condition 16 (notwithstanding the Step Up Event Notification Deadline having passed);
- (c) the Environment, Social and Governance Report and Assurance Report confirm the satisfaction of the relevant Sustainability-Linked Note Condition; and
- (d) no Condition Satisfaction Reset Event has occurred in circumstances where the applicable Final Terms specify that a Condition Satisfaction Reset Event is applicable,
- ((a) to (d) together, a “**Reporting Reset Event**”) a Reporting Reset Event shall occur and:
- (x) in the case of Step Up Notes, the relevant Step Up Margin shall cease to apply for each Interest Accrual Period commencing on or after such Reporting Reset Event; and
- (y) in the case of Redemption Premium Notes (unless the relevant Redemption Premium Amount has been paid to Noteholders on or before the occurrence of

the Reporting Reset Event or the Reporting Reset Event occurs less than 30 days before the Redemption Premium Payment Date) no amount equal to the relevant Redemption Premium Amount will be due or payable with respect to the relevant Step Up Event.

A Reporting Reset Event shall be deemed to occur when the conditions set out in paragraphs (a) to (d) above have been satisfied.

Any decrease in the Rate of Interest or Margin or any cancellation of the requirement to pay an amount equal to the relevant Redemption Premium Amount (as the case may be), each as set out above, may occur no more than once in respect of each relevant Step Up Event that occurs. The Rate of Interest or Margin (as the case may be) may subsequently increase in accordance with Condition 5(k)(i) above or a Redemption Premium Amount may subsequently become payable in accordance with Condition 5(k)(ii) above with respect to any other Step Up Event that occurs in accordance with these Conditions.

(v) *Condition Satisfaction Reset Event:*

If the applicable Final Terms specify that more than one Reference Year applies with respect to a Step Up Event, the applicable Final Terms shall specify whether a Condition Satisfaction Reset Event also applies. If a Condition Satisfaction Reset Event is applicable to a Step Up Event, then if:

- (a) a Step Up Event occurs in relation to the first Reference Year;
- (b) either a Reporting Reset Event is not applicable or, if applicable, has not occurred in relation to the relevant Step Up Event; and
- (c) the Issuer satisfies the relevant Sustainability-Linked Note Condition in a subsequent Reference Year,

((a) to (c) together, a "**Condition Satisfaction Reset Event**"), a Condition Satisfaction Reset Event shall occur and:

- (x) in the case of Step Up Notes, the relevant Step Up Margin shall cease to apply for each Interest Accrual Period commencing on or after such Condition Satisfaction Reset Event; and
- (y) in the case of Redemption Premium Notes (unless the relevant Redemption Premium Amount has been paid to Noteholders on or before the occurrence of the Condition Satisfaction Reset Event or the Condition Satisfaction Reset Event occurs less than 30 days before the Redemption Premium Payment Date) no amount equal to the relevant Redemption Premium Amount will be due or payable with respect to the relevant Step Up Event.

A Condition Satisfaction Reset Event shall be deemed to occur when the conditions set out in paragraphs (a) to (c) above have been satisfied.

Any decrease in the Rate of Interest or Margin or any cancellation of the requirement to pay an amount equal to the Redemption Premium Amount (as the case may be), each as set out above, may occur no more than once in respect of each relevant Step Up Event that occurs. The Rate of Interest or Margin (as the case may be) may subsequently increase in accordance with Condition 5(k)(i) above or a Redemption

Premium Amount may subsequently become payable in accordance with Condition 5(k)(ii) above with respect to any other Step Up Event that occurs in accordance with these Conditions.

For the avoidance of doubt, if, in the case of Step Up Notes, a (i) Step Up Event and (ii) a Reporting Reset Event and/or a Condition Satisfaction Reset Event (as applicable) occur in the same Interest Accrual Period, there will be no increase or subsequent decrease of the Rate of Interest or the Margin (as the case may be) with respect to such Step Up Event.

- (vi) For the avoidance of doubt, in the case of Step Up Notes, no Redemption Premium Amount shall be payable as a result of a Step Up Event and in the case of Redemption Premium Notes, no increase in the applicable Rate of Interest or Margin (as applicable) shall occur as a result of a Step Up Event.
- (vii) Monitoring, etc: Neither the Fiscal Agent nor any of the Paying Agents shall be obliged to monitor or inquire as to whether or not Step Up Event(s), Reporting Reset Event(s) or Condition Satisfaction Reset Event(s) have occurred and/or Sustainability-Linked Note Condition(s) have been satisfied nor shall they have any liability in respect thereof.
- (viii) Definitions: As used in these Conditions:

"2018 Total GHG Emissions Baseline" means the baseline specified as such in the applicable Final Terms, being the Total GHG Emissions Amount for the financial year ended 31 December 2018 (or 31 December 2017 for Paragominas, Alunorte and Albras), as may be amended from time to time upon the occurrence of a Recalculation Event and, if so amended, as published by the Issuer in the next following Environment, Social and Governance Report published in accordance with Condition 16 (*Sustainability Reporting*), all as calculated in good faith by the Issuer (which determination shall involve obtaining independent third party support such as an Assurance Report provided by an External Verifier);

"Assurance Report" has the meaning give to it in Condition 16 (*Sustainability Reporting*);

"Condition Satisfaction Reset Event" has the meaning specified above;

"Environment, Social and Governance Report" has the meaning give to it in Condition 16 (*Sustainability Reporting*);

"equity basis" means the equity determination principles as used in Hydro's annual report;

"External Verifier" means a qualified provider of third-party assurance or attestation services or other independent expert appointed by the Issuer, in each case with the expertise necessary to perform the functions required to be performed by an External Verifier under these Conditions, as determined in good faith by the Issuer;

"GHG Protocol Standard" means the document titled "The Greenhouse Gas Protocol, A Corporate Accounting and Reporting Standard (Revised Edition)" published by the World Business Council for Sustainable Development and the World Resources Institute, as such document may be amended, supplemented or replaced at the relevant time;

"Group" means the Issuer and its Subsidiaries from time to time taken as a whole;

"Post-Consumer Scrap" means aluminium scrap that comes from products which have fulfilled the purpose for which they were produced;

"Post-Consumer Scrap Recycling Capacity" means in respect of any financial year, the amount, in tonnes, of Post-Consumer Scrap recycling capacity of the Group as calculated in good faith by the Issuer and published by the Issuer in accordance with Condition 16 (*Sustainability Reporting*);

"Post-Consumer Scrap Recycling Capacity Amount" means the amount of Post-Consumer Scrap Recycling Capacity specified as such in the applicable Final Terms;

"Post-Consumer Scrap Recycling Capacity Condition" means, in relation to the Post-Consumer Scrap Recycling Capacity Reference Year, the condition that:

- (i) the Reporting Condition has been satisfied; and
- (ii) the Post-Consumer Scrap Recycling Capacity in respect of such Post-Consumer Scrap Recycling Capacity Reference Year, as shown in the relevant Environment, Social and Governance Report, is equal to or greater than the Post-Consumer Scrap Recycling Capacity Amount;

"Post-Consumer Scrap Recycling Capacity Event" occurs if the requirements of paragraph (i) and/or paragraph (ii) of the of the Post-Consumer Scrap Recycling Capacity Condition in respect of the Post-Consumer Scrap Recycling Capacity Reference Year is not satisfied;

"Post-Consumer Scrap Recycling Capacity Reference Year" means the financial year of the Issuer specified in the applicable Final Terms as being the Post-Consumer Scrap Recycling Capacity Reference Year;

"Recalculation Event" means the occurrence of an event that requires a recalculation of the 2018 Total GHG Emissions Baseline (to the extent stated to be applicable in the applicable Final Terms) for any financial year of the Group due to such event having an impact on the relevant baseline equal to or above 5 per cent., including without limitation (i) any event that requires the Issuer to change its calculation methodology following a significant change in data due to better data accessibility or discovery of data errors; and (ii) significant structural changes to the perimeter of the Group such as acquisitions, divestitures or mergers, care and maintenance, large capital projects or as a result of a force majeure event occurring, in each case as determined in good faith by the Issuer (which determination shall involve obtaining independent third party support such as an Assurance Report provided by an External Verifier);

"Redemption Premium Amount" means in relation to a Step Up Event, the amount specified in the applicable Final Terms as being the Redemption Premium Amount in respect of such Step Up Event;

"Redemption Premium Payment Date" is the date specified as such in the applicable Final Terms;

"Reference Year" means:

- (a) a Total GHG Emissions Reference Year; and/or

(b) the Post-Consumer Scrap Recycling Capacity Reference Year;

"Reporting Condition" means the publication of the Environment, Social and Governance Report and the Assurance Report in respect of the relevant Reference Year by the relevant Step Up Event Notification Deadline;

"Reporting Reset Event" has the meaning specified above;

"Scope 1 Emissions" means, in respect of a financial year, direct greenhouse gas emissions from facilities owned or controlled by the Group as defined by the GHG Protocol Standard;

"Scope 2 Emissions" means, in respect of a financial year, indirect greenhouse gas emissions associated with the consumption of electricity, steam or heat purchased or imported by the Group, as defined by the GHG Protocol Standard;

"Step Up Date" means, in relation to any Step Up Event, the first Interest Payment Date immediately following the occurrence of such Step Up Event;

"Step Up Event" means, as specified in the applicable Final Terms, a Total GHG Emissions Event and/or a Post-Consumer Scrap Recycling Capacity Event. A Step Up Event shall be deemed to occur on the earlier of (i) the Issuer announcing the occurrence of the relevant Step Up Event pursuant to Condition 6(k)(iii) above and (ii) the Reporting Condition not being satisfied on or before the relevant Step Up Event Notification Deadline;

"Step Up Event Notification Deadline" means the day falling 150 days after the last day of the relevant Reference Year;

"Step Up Margin" means in relation to a Step Up Event, the amount specified in the applicable Final Terms as being the Step Up Margin in respect of such Step Up Event;

"Sustainability-Linked Note Condition" means, as specified in the applicable Final Terms, the Total GHG Emissions Condition and/or the Post-Consumer Scrap Recycling Capacity Condition;

"Total GHG Emissions Amount" means, in millions of metric tonnes of carbon dioxide equivalent on an equity basis (Mt CO₂e (equity basis)), the sum of the:

- (a) Scope 1 Emissions; and
- (b) Scope 2 Emissions,

(calculated in accordance with the GHG Protocol Standard), in each case in respect of a financial year and calculated in good faith by the Issuer and reported by the Group in accordance with Condition 16 (*Sustainability Reporting*) and verified by an External Verifier in an Assurance Report.

"Total GHG Emissions Condition" means, in relation to each Total GHG Emissions Reference Year, the condition that:

- (i) the Reporting Condition has been satisfied; and
- (ii) the Total GHG Emissions Percentage in respect of such Total GHG Emissions Reference Year, as shown in the relevant Environment, Social and Governance

Report, is equal to or greater than the Total GHG Emissions Percentage Threshold in respect of such Total GHG Emissions Reference Year,

"**Total GHG Emissions Event**" occurs if the requirements of paragraph (i) and/or paragraph (ii) of the Total GHG Emissions Condition in respect of any Total GHG Emissions Reference Year is not satisfied;

"**Total GHG Emissions Percentage**" means, in respect of any financial year, the percentage by which the Total GHG Emissions Amount for such financial year is a reduction in comparison to the 2018 Total GHG Emissions Baseline, as calculated in good faith by the Issuer and published by the Issuer in accordance with Condition 16 (*Sustainability Reporting*);

"**Total GHG Emissions Percentage Threshold(s)**" means the threshold(s) (expressed as a percentage) specified in the applicable Final Terms as being the Total GHG Emissions Percentage Threshold(s) in respect of the relevant Total GHG Emissions Reference Year(s); and

"**Total GHG Emissions Reference Year**" means the financial year(s) of the Issuer specified in the applicable Final Terms as being the Total GHG Emissions Reference Year(s).

6 Redemption, Purchase and Options

(a) Final Redemption:

Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the applicable Final Terms at its Final Redemption Amount (which, unless otherwise provided in the applicable Final Terms, is its nominal amount) and, in the case of Redemption Premium Notes, any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but not yet been paid.

(b) Early Redemption:

(i) Zero Coupon Notes:

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, upon redemption of such Note pursuant to Condition 6(c), Condition 6(d), or Condition 6(f) or upon it becoming due and payable as provided in Condition 10 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified in the applicable Final Terms and, in the case of Redemption Premium Notes, any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but not yet been paid.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is specified in the applicable Final Terms, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f), Condition 6(g)

or Condition 6(h) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction specified in the applicable Final Terms.

- (ii) *Other Notes:* The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f), Condition 6(g) or Condition 6(h) or upon it becoming due and payable as provided in Condition 10, shall be the Final Redemption Amount unless otherwise specified in the applicable Final Terms.
- (c) **Redemption for Taxation Reasons:** The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note) or at any time (if this Note is not a Floating Rate Note), on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption) at their Early Redemption Amount (as described in Condition 6(b) above) (together with interest accrued (if any) to (but excluding) to the date fixed for redemption and, in the case of Redemption Premium Notes, any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but has not yet been paid), if:
 - (i) the Issuer has or will on the occasion of the next payment due under the Notes become obliged to pay additional amounts as described under Condition 8 as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction (as defined in Condition 8) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the last Tranche of the Notes, and
 - (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this Condition 6(c), the Issuer shall deliver to the Fiscal Agent a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred.

All Notes in respect of which any notice of redemption is given under this Condition 6(c) shall be redeemed on the date specified in such notice in accordance with this Condition 6(c).

Any Notes which are the subject of Exercise Notices or Change of Control Put Exercise Notices, as the case may be, which have been validly delivered pursuant to Condition 6(g) or 6(h), as the case may be, before the date on which notice is provided by the Issuer as referred to above shall be redeemed as provided in Condition 6(g) or 6(h), as the case may be, and not as provided in this Condition 6(c). Any

notice of redemption given under Condition 6(d), Condition 6(e) or Condition 6(f) will override any notice of redemption given (whether previously, on the same date or subsequently) under this Condition 6(c).

(d) **Redemption at the Option of the Issuer (Call Option):**

- (i) If the Call Option is specified in the applicable Final Terms, the Issuer may, on giving not less than 30 but not more than 60 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the applicable Final Terms) redeem all or, if so provided, some of the Notes on any Optional Redemption Date (provided that if the Issuer Maturity Par Call is specified in the applicable Final Terms, such Optional Redemption Date falls before the Par Call Period Commencement Date). Any such redemption of Notes shall be at their Optional Redemption Amount specified in the applicable Final Terms (which may be the Early Redemption Amount (as described in Condition 6(b) above)), together with interest accrued (if any) to (but excluding) the relevant Optional Redemption Date and, in the case of Redemption Premium Notes, any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but not yet been paid.
- (ii) If Make-Whole Amount is specified in the applicable Final Terms as the Optional Redemption Amount, the "**Make-Whole Amount**" per Note shall be equal to the higher of:
 - (A) the nominal amount of the Note; and
 - (B) the sum of the then present values of the remaining scheduled payments of principal and Remaining Term Interest (exclusive of any interest accrued to the date of redemption and assuming for this purpose the Notes are to be redeemed at their nominal amount on the Make-Whole Reference Date), in each case discounted to the relevant Optional Redemption Date on either an annual or a semi-annual basis as specified in the applicable Final Terms (based on the Day Count Fraction specified in the applicable Final Terms) at the Reference Dealer Rate plus any applicable Redemption Margin specified in the applicable Final Terms, all as determined by the Determination Agent, together with interest accrued (if any) to (but excluding) the relevant Optional Redemption Date.

Any such redemption must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the applicable Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the applicable Final Terms.

Any Notes which are the subject of Exercise Notices or Change of Control Put Exercise Notices, as the case may be, which have been validly delivered pursuant to Condition 6(g) or Condition 6(h), as applicable, before the date on which notice is provided by the Issuer as referred to in the preceding paragraph shall be redeemed as provided in Condition 6(g) or Condition 6(h), as applicable, and not as provided in this Condition 6(d).

Any notice of redemption given under this Condition 6(d) will override any notice of redemption given (whether previously, or on the same date or subsequently) under Condition 6(c), Condition 6(e) and/or Condition 6(f).

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In this Condition:

"Determination Agent" means an investment banking, accountancy, appraisal or financial advisory firm with international standing that has (in the reasonable opinion of the Issuer)

appropriate expertise relevant to the determination required to be made under this Condition 6(d) selected by the Issuer.

“Make-Whole Reference Date” means the earliest of (i) the Maturity Date, (ii) the Par Call Period Commencement Date (if applicable) and (iii) any other date specified in the applicable Final Terms.

“Reference Bond” means the government security specified in the applicable Final Terms, or (if such security is no longer in issue or, in the determination of the Determination Agent, with the advice of the Reference Dealers, is no longer appropriate by reason of illiquidity or otherwise), such other central bank or government security that, in the majority opinion of three Reference Dealers (one of whom shall be the Determination Agent) (i) has a maturity date as near as possible to the Make-Whole Reference Date and (ii) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes. If three Reference Dealers (one of whom shall be the Determination Agent) do not select the same central bank or government security, the Determination Agent after consultation with the Issuer shall approach a fifth Reference Dealer and, from the different central bank or government securities selected by the other Reference Dealers, such fifth Reference Dealer shall select as the Reference Bond the central bank or government security which, in its opinion (x) has a maturity date as near as possible to the Make-Whole Reference Date and (y) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes. The central bank or government security so selected by the fifth Reference Dealer shall then be the Reference Bond.

“Reference Dealers” means each of four banks selected by the Issuer which are (A) a primary government securities dealer, or (B) a market maker in pricing corporate bond issues.

“Reference Dealer Rate” means with respect to the Reference Dealers and any Optional Redemption Date, the average of the four quotations of the mid-market annual yield to maturity of the Reference Bond at the Quotation Time specified in the applicable Final Terms on the Determination Date specified in the applicable Final Terms and quoted in writing to the Determination Agent by the Reference Dealers.

“Remaining Term Interest” means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term to the Make-Whole Reference Date determined on the basis of the rate of interest applicable to such Note from and including the relevant Optional Redemption Date.

- (e) **Redemption at the Option of the Issuer (Issuer Maturity Par Call):** If Issuer Maturity Par Call is specified in the applicable Final Terms, the Issuer may, on giving not less than 30 nor more than 60 days’ irrevocable notice to the Noteholders (or such other notice period as may be specified in the applicable Final Terms), redeem all or, if so provided, some of the Notes at any time during the period commencing on (and including) the Par Call Period Commencement Date specified in the applicable Final Terms to (but excluding) the Maturity Date, at the Final Redemption Amount specified in the applicable Final Terms together with interest accrued (if any) to (but excluding) the date fixed for redemption and, in the case of Redemption Premium Notes, any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but not yet been paid.

Any Notes which are the subject of Exercise Notices or Change of Control Put Exercise Notices, as the case may be, which have been validly delivered pursuant to Condition 6(g) or Condition

6(h), as applicable, before the date on which notice is provided by the Issuer as referred to in the preceding paragraph shall be redeemed as provided in Condition 6(g) or Condition 6(h), as applicable, and not as provided in this Condition 6(e).

Any notice of redemption given under this Condition 6(e) will override any notice of redemption given (whether previously, on the same date or subsequently) under Condition 6(c). Any notice of redemption given under Condition 6(d) or Condition 6(f) will override any notice of redemption given (whether previously, on the same date or subsequently) under this Condition 6(e).

- (f) **Redemption at the Option of the Issuer (Clean-up Call):** If a Clean-up Call is specified in the applicable Final Terms, the Issuer may, if 85 per cent. or more in nominal amount of the Notes issued have been redeemed or purchased, on giving not less than 30 nor more than 60 days' irrevocable notice to Noteholders (or such other notice period as may be specified in the applicable Final Terms), redeem or purchase (or procure the purchase of) all but not some only of the remaining outstanding Notes at their Clean-Up Price together with interest accrued (if any) to (but excluding) the date fixed for such redemption or purchase and, in the case of Redemption Premium Notes any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but not yet been paid.

“**Clean-Up Price**” means, in respect of any Note, such amount as may be specified as the Clean-Up Price in the applicable Final Terms (which may be the Early Redemption Amount as described in Condition 6(b) above) or (if no such price is so specified in the applicable Final Terms) the principal amount of such Note; provided that where the Issuer exercises the Clean-Up Call following or as a result of redemption of some of the Notes pursuant to Condition 6(d)(ii) at the Make-Whole Amount, the Clean-Up Price shall be equal to the Make-Whole Amount calculated by reference to the date fixed for redemption or, as the case may be, purchase of the Notes pursuant to exercise of the Clean-Up Call by the Issuer.

If the Issuer exercises the Clean-Up Call in circumstances (as specified in the definition of ‘Clean-Up Price’ below) where the Clean-Up Price is the Make-Whole Amount, the Make-Whole Amount and any accrued interest on the Notes to (but excluding) the relevant redemption or purchase date, if any, will be notified (promptly following the determination thereof but in any event no later than 2 (two) business days prior to the relevant redemption or purchase date) by the Issuer to the Fiscal Agent and to Noteholders in accordance with Condition 14.

Any Notes which are the subject of Exercise Notices or Change of Control Put Exercise Notices, as the case may be, which have been validly delivered pursuant to Condition 6(g) or Condition 6(h), as applicable, before the date on which notice is provided by the Issuer as referred to in the preceding paragraph shall be redeemed as provided in Condition 6(g) or Condition 6(h), as applicable, and not as provided in this Condition 6(f).

Any notice of redemption given under this Condition 6(f) will override any notice of redemption given (whether previously, on the same date or subsequently) under Condition 6(c) or Condition 6(e). Any notice of redemption given under Condition 6(d) will override any notice of redemption given (whether previously, on the same date or subsequently) under this Condition 6(f).

- (g) **Redemption at the Option of Noteholders (Put Option):** If Put Option is specified in the applicable Final Terms, (unless prior to the giving of the relevant Exercise Notice (as defined below) the Issuer has given notice of redemption under Condition 6(c), Condition 6(d), Condition 6(e) or Condition 6(f) above), the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the

Issuer (or such other notice period as may be specified in the applicable Final Terms) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount specified in the applicable Final Terms (which may be the Early Redemption Amount (as described in Condition 6(b) above)), together with interest accrued to (but excluding) the date fixed for redemption and, in the case of Redemption Premium Notes, any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but not yet been paid.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice (“**Exercise Notice**”) in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

To exercise such option the holder must (in the case of VPS Notes) provide a written notice to its account manager for the VPS, who will notify the VPS Paying Agent of the exercise of the option.

- (h) **Redemption at the Option of Noteholders (Change of Control Put Option):** If Change of Control Put Option is specified in the applicable Final Terms and if at any time while any Note remains outstanding a Change of Control Put Event occurs, the holder of any such Note will have the option (a “**Change of Control Put Option**”) (unless prior to the giving of the relevant Change of Control Put Event Notice (as defined below) the Issuer has given notice of redemption under Condition 6(c), Condition 6(d), Condition 6(e) or Condition 6(f) above) to require the Issuer to redeem or, at the Issuer’s option, purchase (or procure the purchase of) that Note on the Change of Control Put Date (as defined below) at the Change of Control Redemption Amount specified in the applicable Final Terms together with (or, where purchased, together with an amount equal to) interest accrued (if any) to (but excluding) the Change of Control Put Date and, in the case of Redemption Premium Notes, any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but not yet been paid.

Promptly upon the Issuer becoming aware that a Change of Control Put Event has occurred the Issuer shall, give notice (a “**Change of Control Put Event Notice**”) to the Noteholders in accordance with Condition 14 specifying the nature of the Change of Control Put Event and the procedure for exercising the Change of Control Put Option.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly signed and completed notice of exercise (a “**Change of Control Put Exercise Notice**”) in the form (for the time being current) obtainable from the specified office of any Paying Agent within the period (the “**Change of Control Put Period**”) of 30 days after a Change of Control Put Event Notice is given. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

To exercise such option the holder must (in the case of VPS Notes) provide a written notice to its account manager for the VPS, who will notify the VPS Paying Agent of the exercise of the option.

Payment in respect of any Note so delivered will be made on the date which is the fifth business day (as defined in Condition 7(i)) after the expiration of the Change of Control Put Period (the “**Change of Control Put Date**”). A Change of Control Put Exercise Notice, once given, shall be irrevocable. The Issuer shall redeem or purchase (or procure the purchase of) the relevant Notes on the Change of Control Put Date unless previously redeemed (or purchased) and cancelled.

If the ratings designations employed by any of Moody’s, S&P or any other Rating Agency are changed from those which are described in the definition of “Investment Grade Rating” below, the Issuer shall determine the rating designations of Moody’s, S&P or such other Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody’s, S&P or such other Rating Agency and this Condition 6(h) shall be construed accordingly.

In this Condition 6(h):

“**Change of Control**” means (whether or not approved by the board of directors or the executive board (as applicable) of the Issuer) any person or persons acting in concert or any person or persons acting on behalf of any such person(s), at any time directly or indirectly own(s) or acquire(s) more than 50 per cent. of the issued ordinary share capital of the Issuer; provided, however, that a Change of Control shall not be deemed to have occurred if such ownership or acquisition is by the Kingdom of Norway and/or by any entity or entities (acting together or individually) controlled by the Kingdom of Norway from time to time, or in respect of which the Kingdom of Norway owns, directly or indirectly, more than 50 per cent. of the issued ordinary share capital of such entity;

“**Change of Control Announcement**” means any formal public announcement or statement by or on behalf of the Issuer, or any actual or potential bidder or any advisor thereto, relating to any potential Change of Control where, within 180 days of the date of such announcement or statement, a Change of Control occurs;

“**Change of Control Period**” means the period commencing on the earlier of (a) the date of the relevant Change of Control and (b) the date of the earliest Change of Control Announcement (if any) and ending, in each case, 180 days after the date of the relevant Change of Control;

A “**Change of Control Put Event**” will be deemed to occur if a Change of Control occurs and either:

- (i) a Rating Downgrade shall have occurred within the Change of Control Period, or
- (ii) a Negative Rating Event shall have occurred;

“**Investment Grade Rating**” means a rating of at least BBB- (or equivalent thereof) in case of S&P or a rating of at least Baa3 (or equivalent thereof) in the case of Moody’s or the equivalent rating in the case of any other Rating Agency;

“**Negative Rating Event**” means the event when neither the Issuer nor the Notes are rated by a Rating Agency and a Change of Control occurs, and:

- (i) the Issuer does not within the Change of Control Period seek, and thereafter use all reasonable endeavours to obtain from a Rating Agency, a rating of the Notes; or
- (ii) if the Issuer does so seek and use such endeavours, at the expiry of the Change of Control Period the Issuer has not obtained an Investment Grade Rating of the Notes, provided that the Rating Agency publicly announces or publicly confirms

in writing that its declining to assign an Investment Grade Rating was the result of the applicable Change of Control;

“**Rating Agency**” means Moody’s Investors Service Limited (“Moody’s”) or Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies Inc. (“S&P”) or any of their respective successors or any other rating agency of equivalent international standing specified from time to time by the Issuer and notified to Noteholders by the Issuer pursuant to Condition 14; and

A “**Rating Downgrade**” means the rating previously assigned to the Issuer or the Notes by a Rating Agency is:

- (i) withdrawn and not subsequently reinstated within the Change of Control Period; or
- (ii) save as provided in (iii) below, changed to a rating lower than Investment Grade Rating and not subsequently upgraded to an Investment Grade Rating within the Change of Control Period; or
- (iii) (if the rating assigned to the Issuer or the Notes by any Rating Agency immediately prior to the commencement of the Change of Control Period is lower than Investment Grade Rating), lowered one or more full rating category/ies and not subsequently upgraded, within the Change of Control Period, to such rating assigned to the Issuer or the Notes (as the case may be) prior to the commencement of the Change of Control Period,

provided that a Rating Downgrade otherwise arising by virtue of a particular change in rating shall be deemed not to have occurred in respect of a particular Change of Control if the Rating Agency making the change in rating to which this definition would otherwise apply does not publicly announce or publicly confirm that the reduction was the result of the applicable Change of Control. Notwithstanding the above, save from during a Change of Control Period, the Issuer may in its sole discretion cease to be rated by any Rating Agency.

- (i) **Purchase:** The Issuer and its Subsidiaries may at any time purchase Notes in the open market or otherwise at any price (provided that, if they should be cancelled under Condition 6(j) below, they are purchased together with all unmaturing Coupons and unexchanged Talons relating to them). The Notes so purchased, while held by or on behalf of the Issuer or any such Subsidiary, shall not entitle the holder to vote at any meetings of the Noteholders (or to sign any Written Resolution (as defined in the Agency Agreement) or participate in any Electronic Consent (as defined in the Agency Agreement)) and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or otherwise for the purposes of Condition 11(a).

In these Conditions, “**Subsidiary**” means an entity from time to time:

- i. which is fully consolidated in the consolidated balance sheet of the Issuer; or
 - ii. of which the Issuer directly or through or together with another Subsidiary owns more than fifty per cent. of the equity share capital (or equivalent right of ownership).
- (j) **Cancellation:** All Notes purchased by or on behalf of the Issuer or any of its Subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmaturing Coupons and all unexchanged Talons to the Fiscal Agent and, in the

case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmaturing Coupons and unexchanged Talons attached thereto or surrendered therewith). The VPS Notes shall be cancelled in accordance with the VPS Rules. Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

- (k) **VPS Notes:** Any redemption of the VPS Notes pursuant to this Condition 6 shall be in accordance with the VPS Rules.

7 Payments and Talons

- (a) **Bearer Notes:** Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(g)(v)) or Coupons (in the case of interest, save as specified in Condition 7(g)(ii)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a Bank. “**Bank**” means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System.
- (b) **Registered Notes:**
 - (i) Payments of principal in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.
 - (ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the “**Record Date**”). Payments of interest on each Registered Note shall be made in the relevant currency by cheque drawn on a Bank and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank.
- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.
- (d) **VPS Notes:** Payments of principal and/or interest in respect of the VPS Notes shall be made to the holders registered as such on the fifth business day (pursuant to the then applicable VPS Rules) shown in the relevant records of the VPS before the due date for such payment, or such other business day falling closer to the due date as then may be stipulated in the VPS Rules and will be made in accordance with said VPS Rules. Such day shall be the “**Record Date**” in respect of the VPS Notes in accordance with the VPS Rules.

- (e) **Payments subject to Laws:** Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “Code”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders or the Couponholders in respect of such payments.
- (f) **Appointment of Agents:** The Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) one or more Calculation Agent(s) where the Conditions so require, (v) so long as any VPS Notes are cleared through VPS, a Paying Agent with a specified office in Norway; and (vi) such other agents as may be required by any other stock exchange on which the Notes may be listed and/or admitted to trading.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(g) **Unmatured Coupons and unexchanged Talons:**

- (i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Notes, such Notes should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Change of Control Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).
- (ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, unexpired Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Where any Bearer Note that provides that the relative unexpired Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unexpired Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon

relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

- (v) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

- (h) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).

- (i) **Non-Business Days:** If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as “**Financial Centres**” in the applicable Final Terms and:
 - (i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or
 - (ii) (in the case of a payment in euro) which is a TARGET Business Day.

8 Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by a Relevant Jurisdiction, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon:

- (a) presented for payment by or on behalf of a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of such holder having some connection with the Relevant Jurisdiction other than the mere holding of the Note or Coupon or
- (b) presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth day.

As used in these Conditions,

“**Relevant Date**” in respect of any Note or Coupon means the date on which payment in respect of it first becomes due or (if the full amount of the money payable has not been duly paid on or prior to such due date) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment in full will be made, provided that payment is in fact made upon such presentation; and

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

References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Change of Control Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts in the nature of interest payable pursuant to Condition 5 or any amendment or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under this Condition or any similar undertaking given in addition to or in substitution for it.

9 Prescription

Claims against the Issuer for payment in respect of the Notes and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

10 Events of Default

The following events or circumstances (each an “**Event of Default**”) shall be events of default in relation to the Notes:

- (a) **Non-Payment:** the Issuer defaults in the payment of any principal of or interest or other amount on any of the Notes when due and such default continues for five business days in the case of principal and ten business days in the case of interest (each as defined in Condition 7(i)); or
- (b) **Breach of Other Obligations:** the Issuer does not comply with, or defaults in the due performance or observance of, any of its obligations under the Notes (other than, in the case of Sustainability-Linked Notes only, the obligations set out in Condition 16 (*Sustainability Reporting*)) and such failure to comply continues unremedied for 30 days after notice of such non-compliance or default shall have been given to the Fiscal Agent at its specified office by any Noteholder; or
- (c) **Cross Acceleration:** any Financial Indebtedness of the Issuer or a Principal Subsidiary has been duly declared due and payable prior to its specified maturity as a result of an event of default (however described), after any applicable grace periods (however described), provided that no Event of Default will occur under this Condition 10(c) if:
 - (i) such claims are being legitimately contested by the Issuer or any Principal Subsidiary; or
 - (ii) the aggregate amount of Financial Indebtedness is less than U.S.\$100,000,000 (or its equivalent in any other currency or currencies on the basis of the middle spot rate for the

relevant currency against the U.S. dollar as quoted by any leading bank on the day on which this Condition 10(c) operates).

- (d) **Insolvency and cessation of business:** except as provided below, any of the following occurs in respect of the Issuer or any of its Principal Subsidiaries
- (i) it stops payment or becomes Insolvent;
 - (ii) it admits in writing its inability to pay its debts as they fall due;
 - (iii) by reason of actual financial difficulties, it suspends making payments on any class of its indebtedness;
 - (iv) a moratorium is duly declared in respect of all or any class of its indebtedness;
 - (v) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver or similar officer is duly appointed in respect of it (including, without limitation, a “*gjeldsforhandling*” under the Norwegian Bankruptcy Act of 8 June 1984 and/or a “*rekonstruksjon*” under the Norwegian Reconstruction Act of 2020 of 7 May, 2020 (as amended));
 - (vi) an order is duly made by a competent court or authority, or a resolution is duly passed by it, its shareholders or directors for its winding-up, administration or dissolution; or
 - (vii) it shall cease or threaten to cease to carry on its business, otherwise than:
 - (aa) pursuant to a sale, transfer or disposal to the Issuer or another Subsidiary; or
 - (bb) in connection with or in pursuance of a winding up for the purpose of a reconstruction or amalgamation previously approved by an Extraordinary Resolution of the Noteholders; or
 - (cc) in the case only of a Principal Subsidiary, by way of voluntary winding up where the surplus assets attributable to the Issuer or any Subsidiaries are distributed to the Issuer or those Subsidiaries,

provided that no Event of Default will occur under this Condition 10(d) in respect of any frivolous or vexatious proceedings presented by a creditor or other third party which is being contested in good faith and with due diligence.

For the purpose of this Condition,

“**Insolvent**” means the condition where a person is unable to pay its debts as they fall due and the debts of that person are greater than its aggregate property at fair value; and

“**Principal Subsidiary**” means any (directly or indirectly) wholly owned Subsidiary the gross assets of which represent more than ten per cent. of the consolidated gross assets of the Issuer and the Subsidiaries (taken as a whole) as determined from the latest consolidated financial report (quarterly unaudited financial report or audited consolidated balance sheet and profit and loss account, as applicable). Any such quarterly unaudited financial reports shall be prepared on the basis of the accounting principles essentially consistent with the principles applied in relation to the most recent annual audited consolidated accounts of the Issuer.

No Event of Default shall occur if any applicable Sustainability-Linked Note Condition is not met, nor will the Issuer be required to repurchase or redeem such Notes, as a result of the occurrence of a Step Up Event.

If any Event of Default shall occur in relation to any Series of Notes, other than VPS Notes, then any such Note may, by notice in writing to the Issuer by the holder, be declared immediately due and payable whereupon it shall become immediately due and payable without further formality at its Early Redemption Amount (determined in accordance with Condition 6(b) (*Early Redemption*) together (if applicable) with accrued interest (if any) to the date of payment and, in the case of Redemption Premium Notes, any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but has not yet been paid.

If an Event of Default shall occur in relation to any Series of VPS Notes, then any such VPS Note may, by notice in writing given to the Issuer by the holder, be declared immediately due and payable whereupon it shall become immediately (or on such later date on which the relevant VPS Notes have been transferred to the account designated by the VPS Paying Agent and blocked for further transfer by the VPS Paying Agent in accordance with the VPS Rules) due and payable without further formality at its Early Redemption Amount (determined in accordance with Condition 6(b) (*Early Redemption*) together (if applicable) with accrued interest (if any) to the date of payment and, in the case of Redemption Premium Notes, any applicable Redemption Premium Amount that has become payable pursuant to Condition 5(k) but has not yet been paid.

11 Meetings of Noteholders, Modification, Waiver and Substitution

- (a) **Meetings of Noteholders:** The Agency Agreement contains provisions for convening meetings of Noteholders (including by way of conference call or by use of videoconference platform) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of these Conditions. Such a meeting will be convened by the Issuer if required in writing by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be one or more persons holding or representing a majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest, Step Up Margin or Redemption Premium Amount in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum or a Maximum Rate of Interest or Redemption Amount is specified in the applicable Final Terms, to reduce any such Minimum or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount, the Make-Whole Amount or the Change of Control Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, or (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be one or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders. The Agency Agreement provides that a resolution in writing signed by or on behalf of the holders of not less than 75 per

cent. in nominal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

(b) **Modification:**

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

- (i) any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with the Agency Agreement which is not materially prejudicial to the interests of the Noteholders in the reasonable opinion of the Issuer;
- (ii) any Benchmark Amendments; and/or
- (iii) any modification of the Notes, the Coupons, the Deed of Covenant or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law in each case in the reasonable opinion of the Issuer.

Any such modification, waiver or authorisation shall be binding on the Noteholders and the Couponholders and any such modification, waiver or authorisation shall be notified to the Noteholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

- (c) **Substitution:** The Issuer, or any previous substituted company, may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes, the Coupons and the Talons, any company (the “**Substitute**”), provided that no payment in respect of the Notes or the Coupons is at the relevant time overdue. The substitution shall be made by a deed poll (the “**Deed Poll**”), to be substantially in the form scheduled to the Agency Agreement as Schedule 9, and may take place only if (i) the Substitute shall, by means of the Deed Poll, agree to indemnify each Noteholder and Couponholder against any tax, duty, assessment or governmental charge that is imposed on it by (or by any authority in or of) the jurisdiction of the country of the Substitute’s residence for tax purposes and, if different, of its incorporation with respect to any Note, Coupon, Talon or the Deed of Covenant and that would not have been so imposed had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution, (ii) the obligations of the Substitute under the Deed Poll, the Notes, Coupons, Talons and Deed of Covenant shall be unconditionally guaranteed by the Issuer by means of the Deed Poll, (iii) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll, the Notes, Coupons, Talons and Deed of Covenant represent valid, legally binding and enforceable obligations of the Substitute, and in the case of the Deed Poll of the Issuer, have been taken, fulfilled and done and are in full force and effect, (iv) the Substitute shall have become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it, (v) legal opinions addressed to the Noteholders shall have been delivered to them (care of the Fiscal Agent) from a lawyer or firm of lawyers with a leading securities practice in each jurisdiction referred to in (i) above and in England as to the fulfilment of the preceding conditions of this paragraph (iii) and the other matters specified in the Deed Poll and (vi) the Issuer shall have given at least 14 days’ prior notice of such substitution to the Noteholders, stating that copies, or pending execution the agreed text, of all documents in relation to the substitution that are referred to above, or that might otherwise reasonably be regarded as material to Noteholders, shall be available for inspection at the specified office of each of the Paying Agents. References in

Condition 10 to obligations under the Notes shall be deemed to include obligations under the Deed Poll, and, where the Deed Poll contains a guarantee, the events listed in Condition 10 shall be deemed to include that guarantee not being (or being claimed by the guarantor not to be) in full force and effect.

- (d) **VPS Notes:** In relation to VPS Notes only, meetings of holders shall be held in accordance with the Agency Agreement and in compliance with the relevant regulations of the VPS. For the purposes of a meeting of holders, the person in whose name a VPS Note is registered in the VPS Register shall be treated as the holder.

12 Replacement of Notes, Certificates, Coupons and Talons

If a Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Fiscal Agent (in the case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

13 Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further securities having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with an outstanding Series. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Notes.

14 Notices

Notices required to be given to the holders of Registered Notes pursuant to the Conditions shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing.

Notices required to be given to the holders of Bearer Notes pursuant to the Conditions shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*).

Notices in respect of VPS Notes will be in writing, sent by first class mail or electronic mail, addressed to such holders at the address appearing in the VPS Register in accordance with the VPS Rules, and will be deemed to have been validly given on the fourth business day after the date of such mailing.

So long as the Notes are listed and/or admitted to trading, notices required to be given to the holders of the Notes pursuant to the Conditions shall also be published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are listed or admitted to trading.

Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Fiscal Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Fiscal Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Fiscal Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

15 Provision of Information

In relation to VPS Notes, each holder agrees and gives consent to the VPS to provide to the VPS Paying Agent, upon request, information registered with the VPS relating to the VPS Notes and the holders of the VPS Notes in order that the VPS Paying Agent may provide any relevant Norwegian authorities, including the Financial Supervisory Authority of Norway (Norwegian: *Finanstilsynet*) and the Norwegian tax authorities, with any information required under applicable Norwegian laws.

Such information shall include, but not be limited to, the identity of the registered holder of the VPS Notes, the residency of the registered holder of the VPS Notes, the number of VPS Notes registered with the relevant holder, the address of the relevant holder, the account operator in respect of the relevant VPS account (Norwegian: *Kontofører*) and whether or not the VPS Notes are registered in the name of a nominee and the identity of any such nominee.

16 Sustainability Reporting

This Condition 16 only applies to Sustainability-Linked Notes.

In respect of each financial year of the Group, beginning with the financial year in which the Issue Date of the first Tranche of the Sustainability-Linked Notes falls, for so long as any such Sustainability-Linked Notes are outstanding the Issuer will publish (or keep available) on its website:

- (a) the 2018 GHG Emissions Baseline, the Total GHG Emissions Percentage and/or the Post-Consumer Scrap Recycling Capacity as may be applicable and corresponding to the relevant Step Up Event(s) specified in the Final Terms for such Tranche of Sustainability-Linked Notes, in each case for the relevant financial year as indicated in the Group's environment, social and governance report (the "**Environment, Social and Governance Report**", which may form part of the Group's annual report);
- (b) if applicable, the occurrence of any Recalculation Event and the amended 2018 GHG Emissions Baseline resulting from the occurrence of any such Recalculation Event, in each case as set out in the Environment, Social and Governance Report; and
- (c) an external sustainable development limited assurance report issued by the External Verifier (the "**Assurance Report**") in respect of, among others, the applicable Total GHG Emissions Percentage and/or the Post-Consumer Scrap Recycling Capacity (and, if applicable, and obtained, the amended 2018 GHG Emissions Baseline) which may form part of the Environment, Social and Governance Report.

The Environment, Social and Governance Report and the Assurance Report will be published concurrently with the publication of the independent auditor's reports on the Group annual report and may form part of such annual report, provided that to the extent the Group reasonably determines that additional time is required to complete the Environment, Social and Governance Report and/or the Assurance Report, then the Environment, Social and Governance Report and the Assurance Report (as the case may be) may be published as soon as reasonably practicable, but in the case of the Environment, Social and Governance Report and the Assurance Report to be published for the relevant Reference Year in no event later than the Step Up Event Notification Deadline.

Any failure by the Issuer to make the information referred to in this Condition 16 available in any 12 month period shall not result in the occurrence of an Event of Default under these Conditions and it will give rise to the application of a Step Up Event only in the circumstances in which such failure results in the Reporting Condition not being satisfied and subject to Condition 5(k)(iv) (*Reporting Reset Event*).

17 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

18 Governing Law and Jurisdiction

- (a) **Governing Law:** The Agency Agreement, the Notes, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law except that Norwegian law will be applicable with regard to the registration of and title to such VPS Notes in the VPS.
- (b) **Jurisdiction:** The Courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Coupons or Talons ("**Proceedings**") may be brought in such courts. The Issuer has in the Agency Agreement irrevocably submitted to the jurisdiction of such courts and has waived any objection to Proceedings in any such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions have been made for the benefit of each of the Noteholders and the Couponholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- (c) **Service of Process:** The Issuer irrevocably appoints Hydro Aluminium Deeside Limited of Bridge Road, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9PS, United Kingdom as its agent in England to receive service of process in any Proceedings in England based on any of the Notes or the Coupons. If for any reason the Issuer does not have such an agent in England, it will promptly appoint a substitute process agent and notify the Noteholders of such appointment. Nothing herein shall affect the right to serve process in any other manner permitted by law.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Initial Issue of Notes

If the Global Notes or the Global Certificates are stated in the applicable Final Terms to be issued in NGN form or to be held under the NSS (as the case may be), the Global Notes or the Global Certificates will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Notes or the Global Certificates with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Global Notes which are issued in CGN form and Global Certificates which are not held under the NSS may be delivered on or prior to the original issue date of the Tranche to a Common Depository.

If the Global Note is a CGN, upon the initial deposit of a Global Note with the Common Depository or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Global Certificate to the Common Depository, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. If the Global Note is a NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time. Global Notes may also be deposited initially with other clearing systems which must be outside the United States and its possessions.

Notes that are initially deposited with the Common Depository or delivered to the Common Safekeeper may also be credited to the accounts of subscribers with (if indicated in the applicable Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Clearing System Accountholders

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other permitted clearing system (“**Alternative Clearing System**”) as being entitled to an interest in a Global Note or a Global Certificate (each an “**Accountholder**”) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such Alternative Clearing System (as the case may be) for such Accountholder’s share of each payment made by the Issuer to the holder of such Global Note or Global Certificate and in relation to all other rights arising under such Global Note or Global Certificate. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note or Global Certificate will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg or such Alternative Clearing System (as the case may be). For so long as the relevant Notes are represented by a Global Note or Global Certificate, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the holder of such Global Note or Global Certificate.

Exchange

- (a). **Temporary Global Notes:** Each Temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- i. if the applicable Final Terms indicates that such Global Note is issued in compliance with the TEFRA C Rules or in a transaction to which TEFRA is not applicable (as to which, see “*Overview of the Programme – Selling Restrictions*”), in whole, but not in part, for the Definitive Notes defined and described below; and
 - ii. otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a Permanent Global Note or, if so provided in the applicable Final Terms, for Definitive Notes.
- (b). **Permanent Global Notes:** Each Permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under paragraph (d) below, in part for Definitive Notes:
 - i. if the Permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so; or
 - ii. if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

- (c). **Global Certificates:** If the Final Terms states that the Notes in registered form are to be represented by a Global Note on issue, the following will apply in respect of transfers of Notes held in Euroclear or Clearstream, Luxembourg or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Notes within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Notes may be withdrawn from the relevant clearing system.

Transfers of the holding of Notes represented by any Note pursuant to Condition 2(b) may only be made in part:

- i. if the relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
 - ii. if principal in respect of any Notes is not paid when due; or
 - iii. with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to paragraph (c)(i) or (c)(ii) above, the Registered Holder has given the Registrar not less than 30 days’ notice at its specified office of the Registered Holder’s intention to effect such transfer.

- (d). **Partial Exchange of Permanent Global Notes:** For so long as a Permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such Permanent Global Note will be exchangeable in part on one or more occasions for Definitive Notes if principal in respect of any Notes is not paid when due.

- (e). **Delivery of Notes:** If the Global Note is a CGN, on or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a Temporary Global Note exchangeable for a Permanent Global Note, deliver, or procure the delivery of, a Permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a Temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a Permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes. If the Global Note is a NGN or if the Global Certificate is held under the NSS, the Issuer will procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system. In this Prospectus, “**Definitive Notes**” means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons in respect of interest that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each Permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.
- (f). **Exchange Date:** “**Exchange Date**” means, in relation to a Temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a Permanent Global Note, a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

Conditions applicable to Global Notes

Each Global Note and Global Certificate will contain provisions which modify the Conditions as they apply to the Global Note or Global Certificate. The following is an overview of certain of those provisions:

- (a) **Payments:** No payment falling due after the Exchange Date will be made on any Temporary Global Note unless exchange for an interest in a Permanent Global Note or for Definitive Notes is improperly withheld or refused. Payments on any Temporary Global Note issued in compliance with the TEFRA D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. If the Global Note is a NGN or if the Global Certificate is held under the NSS, the Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note or the Global Certificate will be reduced accordingly. Payments under a Global Note will be made to its holder. Each payment so made will discharge the Issuer’s obligations in respect thereof. Any failure to

make the entries in the records of the relevant clearing system shall not affect such discharge. For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of “business day” set out in Condition 7(i) (*Non-Business Days*).

All payments in respect of Notes represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment, where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.

So long as the Notes are represented by a Global Note or Global Certificate and the Global Note or Global Certificate is held on behalf of a clearing system, the Issuer has undertaken, *inter alia*, to pay interest in respect of such Notes from the Interest Commencement Date in arrear at the rates, on the dates for payment, and in accordance with the method of calculation provided for in the Conditions, save that the calculation is made in respect of the total aggregate amount of the Notes represented by the Global Note or Global Certificate.

- (b) **Prescription:** Claims against the Issuer in respect of Notes that are represented by a Permanent Global Note will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 8).
- (c) **Meetings:** The holder of a Permanent Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. (All holders of Registered Notes are entitled to one vote in respect of each integral currency unit of the Specified Currency of the Notes comprising such Noteholder’s holding, whether or not represented by a Global Certificate.)
- (d) **Cancellation:** Cancellation of any Note represented by a Permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant Permanent Global Note.
- (e) **Purchase:** Notes represented by a Permanent Global Note may only be purchased by the Issuer or any of its subsidiaries if they are purchased together with the rights to receive all future payments of interest thereon.
- (f) **Issuer’s Option:** Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a Permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion or any other Alternative Clearing System, as the case may be).
- (g) **Noteholders’ Options:** Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a Permanent Global Note may be exercised by the holder of the Permanent Global Note giving notice to the Fiscal Agent within the time limits

relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time, where the Permanent Global Note is a CGN, presenting the Permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation. Where the Global Note is a NGN or where the Global Certificate is held under the NSS, the Issuer shall procure that details of such exercise shall be entered *pro rata* in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

- (h) **NGN nominal amount:** Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.
- (i) **Events of Default:** Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 10 by stating in the notice to the Fiscal Agent the nominal amount of such Global Note that is becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note or Registered Notes represented by a Global Certificate may elect for direct enforcement rights against the Issuer under the terms of a Deed of Covenant executed as a deed by the Issuer on or around 7 November 2022 (as amended or supplemented from time to time) to come into effect in relation to the whole or a part of such Global Note or one or more Registered Notes in favour of the persons entitled to such part of such Global Note or such Registered Notes, as the case may be, as accountholders with a clearing system. Following any such acquisition of direct rights, the Global Note or, as the case may be, the Global Certificate and the corresponding entry in the register kept by the Registrar will become void as to the specified portion or Registered Notes, as the case may be. However, no such election may be made in respect of Notes represented by a Global Certificate unless the transfer of the whole or a part of the holding of Notes represented by that Global Certificate shall have been improperly withheld or refused.
- (j) **Notices:** So long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note.
- (k) **Electronic Consent and Written Resolution:** While any Global Note is held on behalf of, or any Global Certificate is registered in the name of any nominee for, a clearing system, then:
 - (i) approval of a resolution proposed by the Issuer given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding (an “**Electronic Consent**” as defined in the Agency Agreement) shall, for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which enhanced quorum requirements were satisfied), take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly

convened and held, and shall be binding on all Noteholders and holders of Coupons and Talons whether or not they participated in such Electronic Consent; and

- (ii) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Agency Agreement) has been validly passed, the Issuer shall be entitled to rely on consent or instructions given in writing directly to the Issuer by (a) accountholders in the clearing system with entitlements to such Global Note or Global Certificate and/or, where (b) the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or Alternative Clearing System (the “**relevant clearing system**”) and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear’s EUCLID or Clearstream, Luxembourg’s CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular nominal amount of the Notes is clearly identified together with the amount of such holding. The Issuer shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic

Clearing systems

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Final Terms.

USE OF PROCEEDS

Unless (i) otherwise specified in the relevant Final Terms or (ii) the relevant Final Terms specifies the relevant Tranche of Notes as being “**Green Notes**”, the net proceeds from the issue of each Tranche of Notes (including, for the avoidance of doubt, any Sustainability-Linked Notes) will be applied by the Issuer for its general corporate purposes, including, without limitation, the refinancing of outstanding indebtedness. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms

Green Notes

If the applicable Final Terms specify that a Series of Notes are “**Green Notes**” then the Issuer will use an amount equal to the net proceeds of the issuance of the Notes to fund eligible projects and activities that are in keeping with the Green and Sustainability-Linked Financing Framework (which may be amended from time to time at the sole discretion of the Group) (“**Green Projects**”).

As at the date of this Prospectus, the Green and Sustainability-Linked Financing Framework is available on the following webpage: <https://www.hydro.com/Document/Doc/Green%20and%20Sustainability-Linked%20Financing%20Framework.pdf?docId=584561>.

Investors in such Notes should have regard to the risk factor described in the section headed “*In respect of any Notes issued as Green Notes, there can be no assurance that the use of an amount equal to such proceeds will be suitable for the investment criteria of investors*”.

Within the Green and Sustainability-Linked Financing Framework, the Group has set out its intention to track the allocation of such proceeds via its internal information systems, and report annually on the allocation and impact of the proceeds of Green Notes until full allocation of such proceeds. The Group also intends to request an independent external party to review the allocation of such proceeds annually until full allocation of such proceeds.

In connection with its Green and Sustainability-Linked Financing Framework, the Group appointed CICERO Shades of Green, a provider of environmental, social and governance research and analysis, to evaluate the Green and Sustainability-Linked Financing Framework and the alignment thereof with relevant market standards, including confirming the alignment of the Framework with the International Capital Market Association's Green Bond Principles, and to provide its views on how impactful and credible the Framework is as part of a Second Party Opinion. As at the date of this Prospectus, the Second Party Opinion (which is dated 18 July 2022) is available on the following webpage: https://www.hydro.com/Document/Doc/CICERO%20Green_Hydro_SPO.pdf?docId=584562.

For the avoidance of doubt, none of the Green and Sustainability-Linked Financing Framework, the Second Party Opinion, any progress reports, any pre-issuance verification reports, any post-issuance limited assurance statements or any related opinions are, nor shall they be deemed to be, incorporated in, and/or form part of, this Prospectus.

TAXATION

The Kingdom of Norway

The following summary of Norwegian tax considerations is based on Norwegian law and practice as at the date of this Prospectus, which is subject to changes that could prospectively or retrospectively modify or adversely affect the stated tax consequence. The summary is of a general nature and does not purport to be a comprehensive description of all relevant tax considerations. It does not address taxation in any jurisdiction other than the Kingdom of Norway, and prospective investors should consult their own professional advisers as to their respective tax positions.

In general, payments made by the Issuer under the Notes to persons resident in the Kingdom of Norway are taxable as ordinary income at a rate of 22 per cent. as of 2022. Losses are deductible from the ordinary income. The taxable gain or loss is calculated per Note as the difference between the consideration received and the cost price of the security, including any costs incurred upon acquisition or redemption of the security. The exact tax consequence from a sale or redemption of the Notes will depend, however, on whether the holder is an individual resident or a corporate entity.

Payments made by the Issuer under the Notes to persons who are not Norwegian residents for tax purposes (“**non-residents**”), other than as described below regarding interest payments to related enterprises resident within low-tax jurisdictions, whether in respect of principal, interest or other amounts on the Notes, are not subject to any tax imposed by the Kingdom of Norway, save for payments attributable to such person’s branch, permanent establishment or operation in the Kingdom of Norway that may be subject to tax imposed by the Kingdom of Norway. In the event that any withholding tax is subsequently imposed with respect to any such payment, the Issuer will (subject to certain exceptions and limitations) pay such additional amounts under the Notes as will result (after deduction of said withholding tax) in the payment of the amounts which would otherwise have been payable in respect of such Notes had there been no such withholding tax. Moreover, the Notes are subject to redemption at the option of the Issuer, in whole but not in part, at any time, at their principal amount together with accrued interest, in the event of certain changes affecting taxes in the Relevant Jurisdiction.

In addition, no income, capital gains, transfer or similar tax is currently imposed by the Kingdom of Norway on a non-resident’s sale, redemption or other disposition of Notes, except for withholding tax as described below regarding interest payments to related enterprises resident within low-tax jurisdictions or payments attributable to a non-resident’s branch, permanent establishment or operation in the Kingdom of Norway that may be subject to tax imposed by the Kingdom of Norway.

Withholding Tax / Redemption for Tax Reasons

Norway applies a withholding tax of 15 per cent. (unless a lower rate is provided in an applicable tax treaty) on interest payments made to related enterprises resident within low-tax jurisdictions, outside the EEA. For recipients that are related enterprises and a tax resident of low-tax jurisdiction within the EEA, the withholding tax is not applicable if the recipient fulfil certain substance requirements (i.e. the recipient must be genuinely established and perform genuine economic activities). The substance requirement is based on the European Court of Justice’s decision in the Cadbury Schweppes case.⁵ The withholding tax only applies to interest payments made to related enterprises. A related party may be (a) a company or entity that, directly or indirectly, is at least 50 per cent. owned or controlled, by the Issuer, (b) a company or entity that, directly or indirectly, owns or controls at least 50 per cent. of the Issuer, or (c) a company or entity that, directly or indirectly, is at

⁵ Case C-196/04 Cadbury Schweppes plc and Cadbury Schweppes Overseas Ltd vs. Commissioners of Inland Revenue.

least 50 per cent. owned or controlled by a company that, directly or indirectly, owns or controls at least 50 per cent. of the Issuer.

Applicable withholding tax may require the Issuer to gross up payments in accordance with Condition 7 (Taxation). Such withholding tax may, however, pursuant to Condition 5(b) (Redemption for Taxation Reasons) also entitle the Issuer to redeem the Notes at their principal amount (together with interest accrued to but excluding the date fixed for redemption).

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “foreign financial institution” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including the Kingdom of Norway) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, proposed regulations have been issued that provide that such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Moreover, Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). However, if additional notes (as described under “*Terms and Conditions of the Notes—Further Issues*”) that are not distinguishable from previously issued Notes of the same Series are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes of the relevant Series, including Notes issued on the Issue Date prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in a dealer agreement dated on or around 7 November 2022 (as amended, supplemented or replaced from time to time, the “**Dealer Agreement**”) between the Issuer, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for certain of its expenses properly incurred in connection with the establishment and maintenance of the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the applicable Final Terms.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Selling Restrictions

United States

The Notes have not been and will not be registered under the Securities Act, as amended and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code 1986, as amended, and regulations thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted by the Dealer Agreement, it has not offered, sold or (in the case of Bearer Notes) delivered and will not offer, sell or (in the case of Bearer Notes) deliver the Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Canada

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

If applicable, pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the Dealers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with an offering.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision the expression "retail investor" means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Prohibition of Sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK. For the purposes of this provision the expression "retail investor" means a person who is one (or more) of:

- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or
- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA.

Other regulatory restrictions in the UK

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

Switzerland

Each Dealer has represented and agreed and each further Dealer appointed under the Dealer Agreement will be required to represent and agree that:

- (i) the Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Federal Financial Services Act of 15 June 2018 (as amended) (the "**FinSA**") and will not be admitted to trading on the SIX Swiss Exchange or any other trading venue (exchange or multilateral trading facility) in Switzerland;
- (ii) neither this Prospectus nor any Final Terms nor any other offering or marketing material relating to the Notes (i) constitutes a prospectus as such term is understood pursuant to the FinSA or (ii) has been or will be filed with or approved by the Swiss Review Body (or any other review body pursuant to article 52 of the FinSA); and
- (iii) neither this Prospectus nor any Final Terms nor other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with

the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**Financial Instruments and Exchange Act**”). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, a resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in a supplement to this Prospectus.

No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it shall, to the best of its knowledge and belief in all material respects, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Prospectus, any other offering material or any Final Terms in all cases at its own expense.

FORM OF FINAL TERMS

The form of Final Terms that will be issued in respect of each Tranche, subject only to the deletion of non-applicable provisions, is set out below:

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

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

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

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

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

[SINGAPORE SFA PRODUCT CLASSIFICATION: In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time) (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “CMP Regulations 2018”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products] / [capital markets products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and [Excluded] / [Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products.)

Final Terms dated [●]⁶

Norsk Hydro ASA

Legal entity identifier (LEI): 549300N1SDN71ZZ8BO45

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

under the EUR 5,000,000,000 Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated [7 November 2022] [and the supplement(s) to it dated [●]] which [together] constitute[s] a base prospectus (the “**Prospectus**”) for the purposes of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Prospectus in order to obtain all the relevant information. The Prospectus has been published on [[the website of the Irish Stock Exchange plc, trading as Euronext Dublin (“**Euronext Dublin**”) at <https://live.euronext.com/>] [and] the [Issuer’s website at <https://hydro.com>]].]

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

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Prospectus dated [*original date*] [and the supplement(s) to it dated [●]] which are incorporated by reference in the Prospectus dated [*current date*]. This document constitutes the Final Terms of the Notes described herein for the purposes of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”) and must be read in conjunction with the Prospectus dated [*current date*] [and the supplement(s) to it dated [●]], which [together] constitute[s] a base prospectus for the purposes of the [Prospectus Regulation] (the “[**Base Prospectus**”) in order to obtain all the relevant information, save in respect of the Conditions which are extracted from the Prospectus dated [*original date*] [and the supplement(s) to it dated [●]] The [Base] Prospectus has been published on [[the website of the Irish Stock Exchange plc, trading as Euronext Dublin (“**Euronext Dublin**”) at <https://live.euronext.com/>] [and] the [Issuer’s website at <https://hydro.com>]].]

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs (in which case the

⁶ [Note]: For any unlisted or Prospectus Regulation exempt issuances all Prospectus Regulated related language will be removed.

sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]

1	(i) Series Number:	[●]
	(ii) Tranche Number:	[●]
	(iii) Date on which the Notes become fungible:	[Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the <i>[insert description of the Series]</i> on <i>[insert date]</i> /the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 23 below [which is expected to occur on or about <i>[insert date]</i>]].]
2	Specified Currency or Currencies:	[●]
3	Aggregate Nominal Amount:	[●]
	[(i) Series:	[●]
	[(ii) Tranche:	[●]]
4	Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (if applicable)]
5	(i) Specified Denominations:	[●] [[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No notes in definitive form will be issued with a denomination above [€199,000]] <i>(N.B. Notes must have a minimum denomination of €100,000 (or equivalent in another currency))</i>
	(ii) Calculation Amount:	[●] <i>[If there is more than one Specified Denomination, insert the highest common factor of those Specified Denominations (note: there must be a common factor of two or more Specified Denominations)]</i>
6	(i) Issue Date:	[●]
	(ii) Interest Commencement Date:	[[●]/Issue Date/Not Applicable]
7	Maturity Date:	[●]/[Interest Payment Date falling in or nearest to [●]]
8	Interest Basis:	[[●] per cent. Fixed Rate][, subject to the Sustainability-Linked Notes provisions below] [[●] month [EURIBOR/NIBOR/STIBOR] +/- [●] per cent. Floating Rate][, subject to the Sustainability-Linked Notes provisions below] [Zero Coupon] (See paragraph [13/14/15] below)
9	Redemption/Payment Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [[●]/[100]] per cent. of their nominal amount.

- 10 Change of Interest Basis: [For the period from (and including) the Interest Commencement Date up to (but excluding) [date], paragraph [13/14] applies, and for the period from (and including) [date] up to (and including) the Maturity Date, paragraph [13/14] applies]/[Not Applicable].
- 11 Put/Call Options: [Investor Put]
[Change of Control Put Option]
[Issuer Call]
[Issuer Maturity Par Call]
[Clean-up Call]
[Not Applicable]
See paragraph [16/17/18/19/20] below]]
- 12 [Date [Board] approval for issuance of Notes obtained: [●] [and [●], respectively]]
(N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 13 **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [●] per cent. per annum payable in arrear on each Interest Payment Date[, subject to the Sustainability-Linked Notes provisions below]
- (ii) Interest Payment Date(s): [●] in each year commencing on [●], up to and including the Maturity Date
- (iii) Fixed Coupon Amount[(s)]: [Not Applicable]/[●] per Calculation Amount[, subject to the Sustainability-Linked Notes provisions below]
- (iv) Broken Amount(s): [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●] in respect of the period from and including [●] to but excluding [●][, subject to the Sustainability-Linked Notes provisions below]]/[Not Applicable]
- (v) Day Count Fraction: [Actual/Actual / Actual/Actual-ISDA / Actual/365 (Fixed) / Actual/365 (Sterling) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30E/360 / Eurobond Basis / 30E/360 (ISDA) / Actual/Actual-ICMA]
- (vi) [Determination Dates: [●] in each year/[Not Applicable]
(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))]

14	Floating Rate Note Provisions	<p>[Applicable/Not Applicable]</p> <p><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p>
	(i) Interest Period(s):	[[●] [, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment[, as the Business Day Convention in (v) below is specified to be Not Applicable]]
	(ii) Specified Interest Payment Dates:	[[●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment[, as the Business Day Convention in (v) below is specified to be Not Applicable]]
	(iii) Interest Period Date:	[Not Applicable]/ [[●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (v) below/, not subject to any adjustment[, as the Business Day Convention in (v) below is specified to be Not Applicable]]
	(iv) First Interest Payment Date:	[●]
	(v) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
	(vi) Business Centre(s):	[●]
	(vii) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
	(viii) Calculation Agent (<i>being the party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s)</i>):	[●]/[Not Applicable]
	(ix) Screen Rate Determination:	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining items of this subparagraph)</i>
	– Reference Rate:	[[●]month [EURIBOR/NIBOR/STIBOR/[●]]]
	– Relevant Financial Centre:	[London]/[Oslo]/[Stockholm]/[●]
	– Specified Time:	[●] in the Relevant Financial Centre

– Interest Determination Date(s):	<p>[If <i>EURIBOR insert</i>: The second day on which the TARGET System is open prior to the start of each Interest Period]</p> <p>[If <i>NIBOR insert</i>: The second Oslo business day prior to the start of each Interest Period]</p> <p>[If <i>STIBOR insert</i>: The second Stockholm business day prior to the start of each Interest Period]</p> <p>[●]</p>
– Relevant Screen Page:	[●]
(x) ISDA Determination:	<p>[Applicable/Not Applicable]</p> <p><i>(If not applicable, delete the remaining items of this subparagraph)</i></p>
– ISDA Definitions:	[2006 ISDA Definitions]/[2021 ISDA Definitions]
– Floating Rate Option:	<p>[[●]/EUR-EURIBOR-Reuters <i>(if 2006 ISDA Definitions apply)</i>/EUR-EURIBOR <i>(if 2021 ISDA Definitions apply)</i>/EUR-EuroSTR/EUR-EuroSTR Compounded Index/GBP-SONIA/GBP-SONIA Compounded Index/USD-SOFR/USD-SOFR Compounded Index]</p>
– Designated Maturity:	<p>[●]/[Not Applicable]</p> <p><i>(A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate)</i></p>
– Reset Date:	[●]
– Compounding:	<p>[Applicable/Not Applicable]</p> <p><i>(If not applicable, delete the remaining items of this subparagraph)</i></p>
[– Compounding Method:	<p>[Compounding with Lookback</p> <ul style="list-style-type: none"> - Lookback: [●] Applicable Business Days] <p>[Compounding with Observation Period Shift</p> <ul style="list-style-type: none"> - Observation Period Shift: [●] Observation Period Shift Business Days - Observation Period Shift Additional Business Days: [●]/[Not Applicable]] <p>[Compounding with Lockout</p> <ul style="list-style-type: none"> - Lockout: [●] Lockout Period Business Days - Lockout Period Business Days: [●]/[Applicable Business Days]]
– Index Provisions:	<p>[Applicable/Not Applicable]</p> <p><i>(If not applicable, delete the remaining items of this subparagraph)</i></p>

	[- Index Method:	Compounded Index Method with Observation Period Shift Observation Period Shift: [●] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [●]/[Not Applicable]
	(xi) [Linear Interpolation:	[Not Applicable][Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (<i>specify for each short or long interest period</i>)]
	(xii) Margin(s):	[+/-][●] per cent. per annum[, subject to the Sustainability-Linked Notes provisions below]
	(xiii) Minimum Rate of Interest:	[[●] per cent. per annum][, subject to the Sustainability-Linked Notes provisions below] [Not Applicable]
	(xiv) Maximum Rate of Interest:	[[●] per cent. per annum][, subject to the Sustainability-Linked Notes provisions below] [Not Applicable]
	(xv) Day Count Fraction:	[Actual/Actual / Actual/Actual-ISDA / Actual/365 (Fixed) / Actual/365 (Sterling) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30E/360 / Eurobond Basis / 30E/360 (ISDA) / Actual/Actual-ICMA / <i>include any other option from the Conditions</i>]
15	Zero Coupon Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Amortisation Yield:	[●] per cent. per annum
	(ii) Day Count Fraction in relation to Early Redemption Amounts:	[Actual/Actual / Actual/Actual-ISDA / Actual/365 (Fixed) / Actual/365 (Sterling) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30E/360 / Eurobond Basis / 30E/360 (ISDA) / Actual/Actual-ICMA] [<i>Include any other option from the Conditions</i>]
16	Sustainability-Linked Notes:	[Sustainability-Linked Notes (Step Up Option)] / [Sustainability-Linked Notes (Redemption Premium Option)] / [Not Applicable] <i>(If not applicable, delete the remaining sub paragraphs of this paragraph)</i>
	Step Up Event(s):	[Total GHG Emissions Event][and][Post-Consumer Scrap Recycling Capacity Event]
	(i) Total GHG Emissions Event:	[Total GHG Emissions Condition applicable/Not Applicable]
	– Step Up Margin:	[●] per cent. per annum [<i>specify more than one margin if more than one reference year</i>] / [Not Applicable]
	– Redemption Premium Amount:	[●] / [Not Applicable]
	– Redemption Premium Payment Date(s):	[Maturity Date]/ [●] / [Not Applicable]

- Total GHG Emissions Reference Year(s) and Total GHG Emissions Threshold Percentage(s): [●] and [●] per cent.
- 2018 Total GHG Emissions Baseline: [●] / [Not Applicable]
- Reporting Reset Event: [Applicable/Not Applicable]
- Condition Satisfaction Reset Event: [Applicable/Not Applicable]
- (ii) Post-Consumer Scrap Recycling Capacity Event: [Post-Consumer Scrap Recycling Capacity Condition applicable/Not Applicable]
 - Step Up Margin: [●] per cent. per annum] [*specify more than one margin if more than one reference year*] / [Not Applicable]
 - Redemption Premium Amount: [●] / [Not Applicable]
 - Redemption Premium Payment Date: [Maturity Date]/ [●] / [Not Applicable]
 - Post-Consumer Scrap Recycling Capacity Reference Year and Post-Consumer Scrap Recycling Capacity Amount: [●] and [●] tonnes
 - Reporting Reset Event: [Applicable/Not Applicable]
 - Condition Satisfaction Reset Event: [Applicable/Not Applicable]

PROVISIONS RELATING TO REDEMPTION

17 Call Option

- [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [[●] per Calculation Amount / Condition 6(b) applies/Make-Whole Amount]
(If Make-whole Amount is selected, include items (A) to (F) below)
 - [(A) Reference Bond: [Insert applicable Reference Bond]]
 - [(B) Quotation Time: [●]]
 - [(C) Redemption Margin: [[●] per cent.]]
 - [(D) Determination Date: [●]]
 - [(E) Discount Basis: [Annual/Semi-annual]]
 - [(F) Make-Whole Reference Date: [Maturity Date/Par Call Period Commencement Date/[●]]
- (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: [●] per Calculation Amount
 - (b) Maximum Redemption Amount: [●] per Calculation Amount

	(iv) Notice period (<i>if other than as set out in the Conditions</i>):	Minimum period: [●] days Maximum period: [●] days
18	Issuer Maturity Par Call	[Applicable/Not Applicable]
	(i) Notice period (<i>if other than as set out in the Conditions</i>):	Minimum period: [●] days Maximum period: [●] days
	(ii) Par Call Period Commencement Date:	[●]
	(iii) If redeemable in part:	
	(a) Minimum Redemption Amount:	[●] per Calculation Amount
	(b) Maximum Redemption Amount:	[●] per Calculation Amount
19	Clean-up Call	[Applicable/Not Applicable]
	(i) Notice period (<i>if other than as set out in the Conditions</i>):	Minimum period: [●] days Maximum period: [●] days
	(ii) Clean-Up Price:	[●]
20	Put Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note:	[[●] per Calculation Amount / Condition 6(b) applies]
	(iii) Notice period (<i>if other than as set out in the Conditions</i>):	Minimum period: [●] days Maximum period: [●] days
21	Change of Control Put Option	[Applicable/Not Applicable]
	(i) Change of Control Redemption Amount(s) of each Note:	[●] per Calculation Amount
22	Final Redemption Amount of each Note	[Par] / [●] per Calculation Amount
23	Early Redemption Amount	
	Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption:	[Par] / [●] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24	Form of Notes:	Bearer Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note] [Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
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Registered Notes:

[Global Note registered in the name of a nominee for [a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]

VPS Notes:

The Notes are VPS Notes in uncertificated and dematerialised book entry form

25 New Global Note/held under New Safekeeping Structure:

[Yes] [No]

26 Financial Centre(s):

[Not Applicable/give details. Note that this paragraph relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest, to which sub-paragraph 14(vi) relates]

27 Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):

[No/Yes. As the Notes have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made.]

THIRD PARTY INFORMATION

[(*Relevant third party information*) has been extracted from (*specify source*).⁷ The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Norsk Hydro ASA:

By:
Duly authorised

⁷ Note to draft.

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

- (i) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes [to be admitted to the Official List of Euronext Dublin and to trading on the regulated market of Euronext Dublin/ /to be admitted to listing and trading on the regulated market of the Oslo Stock Exchange] with effect from [on or about the Issue Date] with effect from [●].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)

- (ii) Estimate of total expenses related to admission to trading: [●]

2 RATINGS

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

[S & P: [●]]

[Moody's: [●]]

[[Other]: [●]]

[Need to include (i) a brief explanation of the meaning of the ratings if this has previously been published by the rating provider; and (ii) disclosure of the status of registration of the relevant rating agency under the CRA Regulation and the UK CRA Regulation]

3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

(Need to include a description of any interest, including a conflict of interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the statement below:)

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

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

4 REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

Green Notes [Yes]/[No]

Reasons for the offer:	[●] [See [“Use of Proceeds”] in Prospectus/ <i>Give details</i>] <i>(See [“Use of Proceeds”] wording in Prospectus – if reasons for offer different from what is disclosed in the Prospectus, give details here.)</i>
Estimated net proceeds:	[●]
5	[Fixed Rate Notes only – YIELD]
Indication of yield:	[●]/[Not Applicable] The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]
6	OPERATIONAL INFORMATION
ISIN:	[●]
Common Code:	[●]
FISN:	[See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the National Numbering Agency that assigned the ISIN / Not Applicable / Not Available]
CFI Code:	[See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the National Numbering Agency that assigned the ISIN / Not Applicable / Not Available]
Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s):	[Not Applicable/ <i>give name(s) and number(s)</i>]
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s)/VPS Paying Agent(s) (if any):	[●]
[Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] [<i>include this text for registered notes</i>] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/

[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper) *include this text for registered notes*]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

Clearing system(s) [and identification number, if applicable]:

[Euroclear and Clearstream, Luxembourg]
 [VPS, the Norwegian Central Securities Depository (VPS identification number:[•])]
 [•]

7 **DISTRIBUTION**

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated:
 - (A) Names of Managers: [Not Applicable/*give names*]
 - (B) Stabilisation Manager(s) (if any): [Not Applicable/*give names*]
- (iii) If non-syndicated, name of Dealer: [Not Applicable/*give name*]
- (iv) U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA C Rules/ TEFRA D Rules/ TEFRA not applicable]

GENERAL INFORMATION

- (1) The listing of the Notes on the Official List will be expressed as a percentage of their nominal amount (exclusive of accrued interest). It is expected that each Tranche of the Notes which is to be admitted to the Official List and to trading on the Market will be admitted separately as and when issued, subject only to the issue of a temporary or permanent Global Note (or one or more Certificates) in respect of each Tranche. The listing of the Programme in respect of the Notes is expected to be granted on or before 7 November 2022. Transactions will normally be effected for delivery on the third working day after the day of the transaction. However, unlisted Notes may be issued pursuant to the Programme

This Prospectus has been approved by the Central Bank of Ireland as a base prospectus. Application has been made to Euronext Dublin for Notes issued under the Programme to be admitted to the Official List and to trading on the Market. The Regulated Market of Euronext Dublin is a regulated market for the purposes of MiFID II.

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

- (2) The Issuer has obtained all necessary consents, approvals and authorisations in the Kingdom of Norway in connection with the establishment of the Programme. The establishment of the Programme was authorised by a resolution of the Board of Directors of the Issuer passed on 21 September 2022.
- (3) There has been no significant change in the financial performance or financial position of the Group since 30 September 2022 and no material adverse change in the prospects of the Issuer or of the Group since 31 December 2021.
- (4) Neither the Issuer nor any of its subsidiaries is nor has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Prospectus which may have or has had in the recent past significant effects on the financial position or profitability of the Issuer or the Group.
- (5) Each Bearer Note having a maturity of more than one year and where the TEFRA D Rules are specified in the applicable Final Terms, and any Coupon and Talon relating to such Note, will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".
- (6) Notes other than VPS Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records). The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the applicable Final Terms.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg.

VPS Notes will be issued by the Issuer with DNB Bank ASA as VPS Paying Agent and will be registered in uncertificated and dematerialised book entry form with the VPS in accordance with the Norwegian Central Securities Depository Act of 15 March 2019 no. 6, as amended from time to time. The International Securities Identification Number (ISIN) for the VPS Notes will be set out in the applicable Final Terms.

The address of DNB Bank ASA, acting as VPS Paying Agent, is Dronning Eufemias gate 30 0191, Oslo, Norway and the address of VPS is Tollbugata 2, 0152, Oslo, Norway.

- (7) There are no material contracts entered into other than in the ordinary course of the Issuer's business, which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to noteholders in respect of the Notes being issued.
- (8) The Legal Entity Identifier code of the Issuer is 549300N1SDN71ZZ8BO45.
- (9) The website of the Issuer is <https://www.hydro.com>. The information on <https://www.hydro.com> does not form part of this Prospectus, except where that information has been incorporated by reference into this Prospectus.
- (10) Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to the Official List or to trading on the Market for the purposes of the Prospectus Regulation.
- (11) Where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.
- (12) The issue price and the amount of the relevant Notes will be determined, before filing of the applicable Final Terms of each Tranche, based on the prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.
- (13) For a period of 12 months following the publication of this Prospectus, the following documents will be available at <https://www.hydro.com/en/investors/debt-investors/> :
 - (i) the Agency Agreement (which includes the form of the Global Notes, the definitive Bearer Notes, the Certificates, the Coupons and the Talons);
 - (ii) the Deed of Covenant;
 - (iii) the published audited consolidated annual financial statements of the Issuer for the years ended 31 December 2020 and 31 December 2021;
 - (iv) each Final Terms (save that Final Terms relating to unlisted Notes will only be available for inspection by a holder of such Note and such holder must first produce evidence satisfactory to the Issuer or the Fiscal Agent as to its holding of the Notes and identity); and
 - (v) a copy of this Prospectus together with any Supplement to this Prospectus.

This Prospectus is, and the Final Terms for Notes that are listed on the Official List and admitted to trading on the Market will be, published on the website of Euronext Dublin at <https://live.euronext.com/>.

- (14) For a period of 12 months following the publication of this Prospectus, the Articles of Association of the Issuer will be available at <https://www.hydro.com/en/about-hydro/corporate-governance/articles-of-association/>.
- (15) Copies of the latest annual consolidated financial statements of the Issuer and the latest interim consolidated financial statements of the Issuer may be obtained, and copies of the Agency Agreement and the Deed of Covenant will be available for inspection, at <https://www.hydro.com>.

- (16) The Issuer's audited consolidated financial statements for the years ended 31 December 2020 and 31 December 2021 have been prepared in accordance with IFRS as adopted by the EU and additional information requirements in accordance with the Norwegian Accounting Act.
- (17) The Issuer's auditors are elected at the Issuer's annual ordinary general meeting of shareholders for an annual term. Since 2010, KPMG AS ("KPMG"), Sørkedalsveien 6, 0369 Oslo, Norway has served as the Issuer's independent auditors. The Issuer's independent auditors are subject to supervision by the Financial Supervisory Authority of Norway. KPMG has audited the Issuer's audited consolidated financial statements as of and for the years ended 31 December 2021 and 31 December 2020 and their reports thereon are incorporated by reference in this Prospectus.
- (18) Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer and/or its affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Certain of the Dealers or their affiliates routinely hedge their credit exposures to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.
- (19) Except where such information has been incorporated by reference into this Prospectus, any website mentioned in this Prospectus or any website directly or indirectly linked to these websites have not been verified and do not form part of this Prospectus and investors should not rely on such information.
- (20) The language of this Prospectus is English.

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