

As filed with the Securities and Exchange Commission on February 28, 2023

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM 20-F

(Mark One)

☐ Registration statement pursuant to Section 12(b) or 12(g) of the Securities Exchange Act of 1934

or

☒ Annual report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934  
For the fiscal year ended December 31, 2022

or

☐ Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

or

☐ Shell company report pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934

Date of event requiring this shell company report .....

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 001-08382

**AKTIEBOLAGET SVENSK EXPORTKREDIT (PUBL)**

(Exact name of Registrant as specified in its charter)

**(SWEDISH EXPORT CREDIT CORPORATION)**

(Translation of Registrant's name into English)

**Kingdom of Sweden**

(Jurisdiction of incorporation or organization)

**Fleminggatan 20, SE-112 26 Stockholm, Sweden**

(Address of principal executive offices)

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**Phone 46-8-613 88 05**

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each Class	Trading Symbols	Name of each exchange on which registered
ELEMENTS <sup>SM</sup> Linked to the ICE BofAML Commodity index cXtraBiofuels Exchange Series — Total Return due February 13, 2023	FUE	NYSE ARCA, Inc.
ELEMENTS <sup>SM</sup> Linked to the ICE BofAML Commodity index cXtra (GRains)— Total Return due February 14, 2023	GRU	NYSE ARCA, Inc.

Securities registered or to be registered pursuant to Section 12(g) of the Act:

**None**

(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

**Debt Securities**

(Title of Class)

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Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report:

Shares 3,990,000

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

☒ Yes ☐ No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

☐ Yes ☒ No

Note — Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days:

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐

Accelerated filer ☐

Non-accelerated filer ☒

Emerging growth company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards<sup>†</sup> provided pursuant to Section 13(a) of the Exchange Act. ☐

<sup>†</sup> The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐

International Financial Reporting Standards as issued by the International Accounting Standards Board ☒

Other ☐

If "Other" has been checked in response to the previous question indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐ Yes ☒ No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

☐ Yes ☐ No

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## INTRODUCTORY NOTES

In this annual report on Form 20-F (the “annual report”), unless otherwise specified, all amounts are expressed in Swedish kronor (“Skr”).

In this annual report, unless otherwise indicated, all descriptions and financial information relate to the consolidated group consisting of Aktiebolaget Svensk Exportkredit (publ), (Swedish Export Credit Corporation) (the “Parent Company”, the “Company” or “SEK”), including the Commercial Interest Reference Rate-system (the Swedish system for officially supported export credits or the “CIRR-system”), which is described herein, and the Parent Company’s wholly owned, inactive subsidiary SEKETT AB (the “Subsidiary”). These are jointly referred to as the “Consolidated Group” or the “Group”.

The consolidated financial statements of SEK included in Item 18 (the “Consolidated Financial Statements”) comprise the consolidated statement of financial position of SEK and its subsidiaries as of December 31, 2022 and December 31, 2021, and the related consolidated statements of comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2022, including the related notes. In certain cases, comparable figures for earlier financial periods are reported in parentheses after the relevant figure for the current period. For example, “(2021: Skr 10 million)” means that the relevant figure for 2021, or as of December 31, 2021, as the context requires, was Skr 10 million.

The Parent Company is a “public limited liability company” within the meaning of the Swedish Companies Act (2005:551). A Swedish limited liability company, even if its shares are not listed on an exchange and are not publicly traded, may choose to declare itself a “public limited liability company”. Only public limited liability companies are allowed to raise funds from the public through the issuance of debt instruments. A public limited liability company is required to add the notation “publ” to its name, unless it is evident from the company’s name that the company is a public limited liability company.

Additional information about SEK, including investor presentations, capital reports and the annual report for the financial year of 2022, is available at [www.sek.se/en/for-investors](http://www.sek.se/en/for-investors). None of the foregoing reports or presentations, nor any other information available on or accessible through SEK’s website is incorporated herein by reference.

## FORWARD-LOOKING STATEMENTS

This annual report contains forward-looking statements. SEK has based these forward-looking statements on its current expectations and projections about future events. These statements include but are not limited to:

- statements regarding financial projections and estimates and their underlying assumptions;
- statements regarding plans, objectives and expectations relating to future operations and services;
- statements regarding the impact of regulatory initiatives on SEK's operations;
- statements regarding general industry and macroeconomic growth rates and SEK's performance relative to them; and
- statements regarding future performance.

Forward-looking statements are generally identified by the words "expect", "anticipate", "believe", "intend", "estimate", "should" and similar expressions.

Forward-looking statements are based on current plans, estimates and projections, and therefore readers should not place undue reliance on them. Forward-looking statements speak only as of the date they are made, and SEK undertakes no obligation to update any forward-looking statement in light of new information or future events, although SEK intends to continue to meet its ongoing disclosure obligations under the U.S. securities laws (such as the obligations to file annual reports on Form 20-F and reports on Form 6-K) and under other applicable laws. Forward-looking statements involve inherent risks and uncertainties, most of which are difficult to predict and generally beyond SEK's control. Readers are cautioned that a number of important factors could cause actual results or outcomes to differ materially from those expressed in, or implied by, forward-looking statements. These factors include, among others, the following:

### Credit risk and counterparty credit risk

- Disruptions in the financial markets or economic recessions (including as a result of geopolitical instability and a resurgence of the COVID-19 pandemic), have had an, and could have a further, adverse effect on SEK's operations and financial performance.
- Disruptions in the financial markets or economic recessions have had an, and could have a further, adverse effect on SEK credit risk and counterparty credit risk.
- SEK's concentrated credit portfolio could have a material adverse effect on SEK's business and/or its ability to repay its debts.

### Operational risk

- SEK is exposed to material operational risk, which could harm SEK's business, financial performance or the ability to repay its debt.
- A resurgence of the COVID-19 pandemic could have an adverse effect on SEK's business and operations.

### Financial risk

- SEK may experience negative changes in the value of its assets or liabilities and may incur other losses related to volatile and illiquid market conditions.
- Losses could result from SEK's derivatives used for hedging, and SEK's hedging strategies may not be effective.
- Reduced access to international capital markets for the financing of SEK's operations, or less favorable financing terms, may have a negative impact on SEK's profitability and its ability to fulfil its obligations.
- Fluctuations in foreign currency exchange rates could harm SEK's business.

### Sustainability risk

- SEK is exposed to environmental, social and governance matters, such as climate change, corruption and human rights issues.
- Developments in emerging market countries may result in credit losses for SEK on loans to customers in those countries.

### Regulatory changes

- Changes in laws, regulations or accounting standards may adversely affect SEK's business.

**PART I**

**ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS**

Not required as this 20-F is filed as an annual report.

**ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE**

Not required as this 20-F is filed as an annual report.

**ITEM 3. KEY INFORMATION**

**A. Selected Financial Data**

Not applicable.

**B. Capitalization and Indebtedness**

Not applicable.

**C. Reasons for the Offer and Use of Proceeds**

Not applicable.

**D. Risk Factors**

The following section provides a description of the material risk factors that (i) could affect SEK's businesses, results of operations and financial condition; and (ii) could cause SEK's results to differ materially from those expressed in public statements or documents.

**Credit risk and counterparty credit risk**

**Disruptions in the financial markets or economic recessions (including as a result of geopolitical instability and a resurgence of the COVID-19 pandemic), have had an, and could have a further, adverse effect on SEK's operations and financial performance.**

SEK's business and earnings are affected by general business, economic and market conditions, especially those pertaining to Sweden and Europe. Uncertainty remains concerning the outlook and the future economic environment globally, and in Sweden and Europe specifically, due to the ongoing Russia-Ukraine war, the aftermath of the COVID-19 pandemic and higher inflation, interest rates and recessionary concerns. In addition, future economic uncertainty, risk of high inflation, high interest rates and geopolitical tensions create uncertainty and volatility in the financial markets and if these negative global economic conditions persist or worsen, they can also amplify each other's impact.

Additionally, even in the absence of slow economic growth or recessions, other economic circumstances – including, but not limited to, high inflation, high interest rates, volatility in energy prices, contractions in infrastructure spending, fluctuations in market interest or exchange rates, and concerns over the financial health of sovereign governments and their instrumentalities – may have negative consequences for the companies and industries that SEK provides financing to as well as the financial condition of SEK's financial counterparties and could, in addition to the other factors cited above, have material adverse effects on SEK's business prospects, financial condition and/or the ability of the Company to fulfil its debt obligations.

**Disruptions in the financial markets or economic recessions have had an, and could have a further, adverse effect on SEK credit risk and counterparty credit risk.**

Credit and counterparty risk exposure is inherent in SEK's business model. Dysfunctional and volatile financial markets or effects of an economic recession could have material negative effects on asset values and credit losses. As a financial institution, which lends money to customers globally, SEK's business could be materially adversely affected by unfavorable global and local economic and market conditions, as well as geopolitical events and other developments in Europe, the United States, Asia and elsewhere around the world. The ongoing war in Ukraine could lead to further tensions and instability in financial markets, including significant volatility in commodity prices and supply of energy resources, supply chain disruptions, political and social instability as well as an increase in cyberattacks and espionage. In addition, a resurgence of the COVID-19 pandemic could have a material negative effect on economic growth and business operations across the global economy. Dysfunctional markets and an economic recession may affect business and consumer spending, bankruptcy rates and asset prices and could lead to SEK's customers' and counterparties' increasing their demand for loans, becoming delinquent in their loan repayments or other obligations and ultimately losing their ability to fulfil their obligations towards SEK. For example, in the 2007/2008 financial crisis, SEK was forced to write down the value of some of its assets as a result of disruptions in the financial markets. Even though SEK to a large extent is covered by government export credit guarantees in its lending, there could be circumstances where dysfunctional markets and an economic recession could lead to an increase in SEK's provisions for delinquent and defaulted debt and other provisions for non-guaranteed loans, which could in turn have a material adverse effect on SEK's business and/or its ability to repay its debts.

**SEK's concentrated credit portfolio could have a material adverse effect on SEK's business and/or its ability to repay its debts.**

SEK's credit portfolio has a composition that reflects the Swedish export industry. A large part of SEK's exposures are covered by guarantees from the Swedish Export Credit Agency and other government export credit agencies within the Organisation for Economic Co-operation and Development (the "OECD"). However, SEK has some large exposures, without guarantees, to international export corporations that have high ratings. Even though these companies are large international corporations with high ratings they could be affected by, for example, disruption in supply chains, increases in prices, high interest rates, volatile capital markets and current geopolitical events. A default by any of these large corporations could lead to an increase in SEK's provisions for delinquent and defaulted debt and other provisions, which could in turn have a material adverse effect on SEK's business prospects, financial condition and/or the ability of the Company to fulfil its debt obligations.

**Operational risk**

**SEK is exposed to material operational risk, which could harm SEK's business, financial performance or the ability to repay its debt.**

SEK's business is dependent on the ability to process complex transactions in an efficient and accurate manner. Operational risk for a financial institution such as SEK can arise from, for example, internal or external (outsourced or counterparties) system failures, failure in system development, loss of information, information security failures, such as data loss, cyberattacks, human errors by employees, failure to document transactions properly or to obtain proper internal authorizations, natural disasters, fraud related to money laundering, financing of terrorism, corruption or other criminal action. Western support of the ongoing war in Ukraine could further intensify cyberattacks targeting Swedish government activities and companies. A resurgence of the COVID-19 pandemic could lead to a high absence of staff and challenges due to remote working, which could amplify operational risks and limit operating capabilities. Although management of operational risk includes 24/7 surveillance of critical parts of the IT-systems and is designed to efficiently mitigate all material risk and to be compliant with regulatory requirements, the processes and systems in place could prove to be insufficient. This could have a material adverse effect on SEK and may lead to additional costs, losses or damages to SEK's reputation, which may negatively affect customers' and investors' confidence in SEK, and consequently SEK's business prospects, financial condition or the ability of the Company to fulfil its debt obligations.

SEK has in the past incurred additional costs related to the enhancement of its IT-system due to increased regulatory burdens. If SEK were to fail to comply with its obligations under financial guarantee contracts or other credit risk reducing arrangements or if the contracts are not properly drafted, this could result in SEK not being able to effectively seek recourse under such guarantees or other arrangements in the event the relevant borrower was unable to repay its debt to SEK. SEK's reputation could also be damaged if SEK were to fail to comply with applicable legislation and best practices or in any other way were to fail to meet its commitments and expectations.

**A resurgence of the COVID-19 pandemic could have an adverse effect on SEK's business and operations.**

While production and supply are being restored globally after the COVID-19 pandemic there is still a risk for a spread of new mutations of the virus or new or different viruses. A resurgence of the pandemic could have a material negative affect on economic growth and business operations across the global economy and it may also have the effect of increasing the likelihood and/or magnitude of other risks described herein. Such weakening of the economy could have a material adverse impact on the performance or operations of financial markets and counterparties to SEK and consequently impact SEK, or the cost of funding for SEK, which could have an adverse impact on SEK's business, financial condition, results of operations and liquidity. In addition, SEK's own operations have been and could further be affected by high absence of staff and challenges due to remote working, which could amplify operational risks and limit operating capabilities. The impact a resurgence of the COVID-19 pandemic could have on SEK's operational and financial performance will depend on multiple unknown factors, including the timing, duration and spread of any future outbreaks, the length and timing of government restrictions and travel limitations, mitigating actions taken by governmental authorities in response to the pandemic as well as factors dependent on the effectiveness and timing of SEK's mitigating actions. Even with governments, counterparties and SEK's mitigating actions taken into account, the effect of a resurgence of the pandemic could have a material adverse effect on SEK's business prospects, financial condition and/or the ability of the Company to fulfil its debt obligations.

**Financial risk**

**SEK may experience negative changes in the value of its assets or liabilities and may incur other losses related to volatile and illiquid market conditions.**

Increased market volatility, illiquid market conditions and disruptions in the credit markets, such as those observed during the spring of 2020 at the beginning of the COVID-19 pandemic, could make it difficult to value SEK's assets and liabilities during certain periods. In particular, SEK is exposed to changes in the fair value of certain assets or liabilities due to unrealized gains and losses (e.g. in the form of changes in currency basis spread). Such changes in fair value could have a negative impact on SEK's results as reported under IFRS.

Subsequent valuations, in light of factors then prevailing, may result in significant changes in the value of SEK's assets or liabilities in future periods. Changes in asset prices can also lead to increased margin requirements for SEK's derivative exposures. Furthermore, at the time of any sale of any such assets, the prices SEK ultimately realizes will depend on the demand and liquidity in the market at the time of sale and may be materially lower than such assets' current fair value. Any of these factors could have an impact on the valuation of SEK's assets and liabilities, and may therefore have an adverse effect on SEK's results of operations, financial condition and/or the ability of the Company to fulfil its debt obligations.

**Losses could result from SEK's derivatives used for hedging, and SEK's hedging strategies may not be effective.**

SEK uses hedging instruments in an attempt to manage interest rate-, currency-, credit-, basis- and other market-related risks. If any of the variety of instruments and strategies SEK uses to hedge exposure to various types of risk is not effective, SEK may incur losses, which may have an adverse effect on SEK's financial condition and could impair its ability to timely repay or refinance its debts. The majority of SEK's derivative contracts are OTC (over-the-counter) derivatives, i.e., derivative contracts that are not traded on an exchange. These derivatives are entered into under ISDA Master Agreements. If a counterparty were to default on these contracts, the underlying exposure would no longer be effectively hedged, which could result in losses.

In addition, there can be no assurance that SEK will continue to be able to hedge risks related to current or future assets or liabilities in accordance with its current policies in an efficient manner or at all. Disruptions such as market crises and economic recessions, including potentially as a result of a resurgence of the COVID-19 pandemic or variations thereof (including new strains or unforeseen new diseases or infections), may bring a challenge to the availability and effective hedging instruments or strategies. An inability to hedge any material risks could result in additional losses, which could have an adverse effect on SEK's results of operations, financial condition and/or the ability of the Company to fulfil its debt obligations.



**Reduced access to international capital markets for the financing of SEK's operations, or less favorable financing terms may, have a negative impact on SEK's profitability and its ability to fulfil its obligations.**

In order to finance its operations, SEK is dependent on the international capital markets, where it competes with other issuers of similar standing to obtain financing. Although SEK has been able to finance its operations successfully to date, factors outside of SEK's control may have material adverse effects on SEK's continued ability to obtain such financing or could cause the cost of such financing to increase. As a result of the global outbreak of COVID-19, for example, global markets became extremely turbulent and volatile during the spring of 2020 and SEK experienced an increase in costs of funding through the international capital markets (as did other issuers during the same period). The same occurred as a result of the financial crisis in 2008. In both periods, SEK was able to offset the increased cost of funding by increasing the margins on its lending, but that might not be possible in the future. This could result in more expensive access to the capital markets, which could in turn, have a material adverse effect on SEK's results of operations.

An additional key factor influencing the cost and availability of financing is SEK's credit rating. Although notes issued by SEK under several of its securities programs, including its U.S.\$ Medium Term Notes Program, have favorable credit ratings from various credit rating agencies currently, those credit ratings depend on many factors, some of which are outside of SEK's control. Significant factors in determining SEK's credit ratings or that otherwise could affect its ability to raise financing include its ownership structure, asset quality, liquidity profile, short and long-term financial prospects, risk exposures, capital ratios, prudential measures as well as government support and SEK's public policy role. Although SEK's owner (the Swedish State) has reaffirmed continued support for SEK's current public policy role, there is a risk that this stance could change in the future. Deterioration in any one of these factors or any combination of these factors may lead rating agencies to downgrade SEK's credit ratings. If SEK were to experience a downgrade in its credit ratings, it would likely become necessary to offer increased interest margins in the capital markets in order to obtain financing, which would likely have a material adverse effect on SEK's profit margins and earnings, and harm its overall liquidity and business and its ability to fulfil its debt obligations.

**Fluctuations in foreign currency exchange rates could harm SEK's business.**

As an international lending institution, SEK faces exposure to adverse movements in foreign currency exchange rates. The adequacy of SEK's financial resources may be impacted by changes in currency exchange rates that affect the value, in Swedish currency, of SEK's foreign currency obligations. SEK's exposure to foreign currency exchange risk is caused primarily by fluctuations in the Swedish krona ("Skr")/United States dollar ("USD") exchange rate and the Skr/Euro exchange rate. Countries could undertake actions that could significantly impact the value of their currencies such as "quantitative easing" measures and potential withdrawals from common currencies and other currency control measures. Even though SEK carefully monitors and hedges its foreign currency exposures, changes in currency exchange rates adverse to SEK could harm SEK's business, its profitability and its ability to repay its debts. SEK does not hedge its exposure towards currency exchange-rate effects related to unrealized changes in the fair value of its assets and liabilities, which could negatively affect SEK's results of operations. Also, any strengthening of the Swedish krona against other currencies may reduce demand for the products sold overseas by SEK's Swedish clients and thus reduce demand for its loans from end-purchasers of such products, or cause such clients to experience increased difficulty in repaying their loans to SEK. Such eventualities could have an adverse effect on SEK's business prospects, financial condition and/or the ability of the Company to fulfill its debt obligations.

**Sustainability risk**

**SEK is exposed to environmental, social and governance matters, such as climate change, corruption and human rights issues.**

Environmental, social and governance ("ESG") related matters such as climate change, corruption and human rights issues pose risks to SEK's business, its customers and the wider society. If SEK fails to meet evolving regulatory expectations or requirements relating to these matters, it could have regulatory compliance and reputational impact.

SEK analyzes and considers ESG risks, such as climate-related risks, risk of corruption and human rights issues, in business targets and lending decisions. Increased attention to ESG issues, as well as societal expectations regarding voluntary ESG initiatives and disclosures, may result in increased costs (including but not limited to costs related to compliance), impact SEK's reputation or otherwise affect its business performance. SEK has to date and may in the future continue to take certain actions, including the establishment of ESG-related goals or targets, to address ESG issues. For example, in late 2021, the Board adopted SEK's "Sustainability finance policy", which stipulates basic principles for SEK's lending. These principles also form the basis of the Company's risk appetite for sustainability risk. There can be no assurances that SEK's commitments will be achieved in the manner it currently intends, or at all, and any inability to satisfy such commitments or to meet societal expectations can result in negative impacts on SEK's reputation or otherwise affect its business performance.

In addition, climate change could expose SEK to financial risks either through its physical (e.g., climate or weather-related events) or transitional (e.g., changes in climate policy) effects. Transition risks could be further accelerated by the occurrence of changes in the physical climate. Physical risks from climate change arise from climate and weather-related events, such as heatwaves, droughts, floods, storms, sea level rise, coastal erosion and subsidence. These risks could result in significant damage to SEK's customers' property or businesses or have a material impact on SEK's customers' business models, which in turn could negatively affect SEK's customers ability to pay amounts due on their debt. Transition risks arise from the process of adjustment towards a low-carbon economy. SEK may face significant and rapid developments in stakeholder expectations, policy, law and regulation which could impact the lending activities SEK undertakes, as well as the risks associated with its lending portfolio, and the value of SEK's financial assets. Reputation risk could arise from a failure to meet changing societal, investor or regulatory demands.

In 2021, SEK's Board of Directors adopted a number of climate targets for its operations, including that SEK's lending portfolio should achieve net zero emissions by 2045, and that the proportion of green loans on the balance sheet should increase to 50 percent by 2030. In order to reach these targets or any other climate related ambitions or targets SEK may commit to in the future, SEK will need to incorporate climate considerations into its strategy, business model, the products and services it provides to customers and its financial and non-financial risk management processes (including processes to measure and manage the various financial and non-financial risks SEK faces as a result of climate change). Failure to adequately embed risks associated with climate change into its risk framework to appropriately measure, manage and disclose the various financial and operational risks it faces as a result of climate change, or failure to adapt SEK's strategy and business model to the changing regulatory requirements and market expectations on a timely basis may have a material and adverse impact on SEK's reputation, business prospects, financial condition and/or the ability of the Company to fulfil its debt obligations.

**Developments in emerging market countries may result in credit losses for SEK on loans to customers in those countries.**

SEK grants loans to customers in a number of emerging markets. Lending in emerging markets generally involves greater economic or political risk than in more developed countries, including economic crises, potentially unstable governments, risks of nationalization of businesses or appropriation of assets, restrictions on foreign ownership and uncertain legal systems. Although a significant amount of SEK's loans are guaranteed by the EKN and other government export credit agencies within the OECD, 69 percent as of December 31, 2022, SEK could experience credit losses with respect to those loans not covered by a guarantee, which could reduce the SEK's net income and have a material adverse effect on the SEK's business prospects, financial condition and/or the ability of the Company to fulfil its debt obligations.

**Regulatory Risks**

**Changes in laws, regulations or accounting standards may adversely affect SEK's business.**

SEK's business is subject to regulation and regulatory oversight. In particular, SEK is subject to financial services laws, regulations, administrative actions and policies in each location in which it operates. Significant legal or regulatory developments could affect the manner in which SEK conducts its business and the results of SEK's operations. Changes to existing laws, or the interpretation or enforcement of laws, may directly impact SEK's business, results of operations and financial condition.

Furthermore, changes to the current system of supervision and regulation, or any failure to comply with applicable rules (and particularly those applicable in Sweden), could materially and adversely affect SEK's authorization to operate, its business, its financial condition or results of operation and/or the ability of the Company to fulfil its debt obligations. For example, as a result of legislative changes in 2017, the Swedish FSA required most financial institutions in Sweden, including SEK, to pay a higher resolution fee to the resolution fund to support the recovery of credit institutions, which adversely affected SEK's results of operations.

The EU-wide framework for the recovery and resolution of credit institutions may reduce or impede SEK's ability to obtain financing, cause the cost of funding to increase or impair SEK's ability to fulfill its obligations.

As of January 1, 2022, a minimum requirement for own funds and eligible liabilities (MREL) target level was set for SEK by the Swedish National Debt office. The MREL will have to be met with own funds and senior non-preferred bonds ("SNP debt") with a gradual implementation of the requirement until January 1, 2024, when the MREL levels become a formal regulatory requirement. SEK may experience difficulties in issuing SNP bonds or the interest rate on these bonds may be considerably higher than on other debt securities issued, which would negatively impact SEK's profitability.

The Resolution Act confers substantial powers on the Swedish National Debt Office to enable it to take a range of actions in relation to Swedish financial institutions that are considered to be at risk of failing, including a debt write-down tool. The exercise of any resolution power, or any suggestion of the exercise of any resolution power, in relation to SEK may reduce or impede SEK's ability to obtain financing, cause the cost of financing to increase or impair SEK's ability to fulfill its obligations.

In December 2017, the Basel Committee introduced final revisions to the Basel III capital framework to reduce the variability of risk-weighted assets within the banking system (the "2017 Revisions"). In 2019, additional revisions were made by the Basel Committee to the CVA framework. In October, 2021 the EU published proposals to CRR and CRD (CRR III and CRD VI), with the purpose to implement the Basel revisions into EU law. The EU proposal follows the defined requirements of the Basel standards, and while SEK expects a net positive impact of the new requirements on the Company's risk exposure amount, uncertainty remains until the new regulations have been finalized. Under the EU proposal, the CRD VI needs to be implemented into Swedish national legislation prior to January 1, 2025 before the new requirements become applicable for SEK, while the CRR III will become applicable for SEK as of January 1, 2025.

For more information, see Item 4 "Information on the Group and the Parent Company—B. Business Overview—Swedish Government Supervision—Supervisory Authorities".

#### **ITEM 4. INFORMATION ON THE GROUP AND THE PARENT COMPANY**

##### **A. History and Development of the Group and the Parent Company**

Aktiebolaget Svensk Exportkredit (publ) (Swedish Export Credit Corporation) is a "public limited liability company" under the Swedish Companies Act (2005:551). It is wholly owned by the Swedish State through the Ministry of Finance ("Sweden", the "Swedish State" or the "State").

The Parent Company was founded in 1962 in order to strengthen the competitiveness of the Swedish export industry by meeting a need for long-term financing for both exporters and their foreign customers. SEK's objective is to engage in financing activities in accordance with the Swedish Banking and Financing Business Act (2004:297) and, in connection therewith, to promote the development of Swedish commerce and industry as well as otherwise engaging in Swedish and international financing activities on commercial terms. The duration of the Parent Company is indefinite.

SEK's mission has evolved since it began its operations in 1962. SEK's range of products has expanded from its roots in export loans; however it remains a niche operator in the financial markets.

The address of the Parent Company's principal executive office is AB Svensk Exportkredit (Swedish Export Credit Corporation), Fleminggatan 20, Stockholm, Sweden; and the Parent Company's telephone number is +46-8-613-83 00. The Parent Company's authorized representative in the United States is Business Sweden, whose contact information is as follows:

Business Sweden New York  
295 Madison Avenue,  
Floor 40,  
New York, NY 10017  
Tel. No.: (212) 507-9001  
[www.business-sweden.com](http://www.business-sweden.com)

## **B. Business Overview**

SEK's mission is to ensure access to financial solutions for the Swedish export industry on commercial and sustainable terms, with the aim of promoting the development and international competitiveness of Swedish industry and trade. Its mission includes, as a public policy assignment, administration of the CIRR-system. Pursuant to agreements established in 1978 and amended from time to time thereafter, the Group administers the CIRR-system on behalf of the Swedish State in return for compensation.

SEK extends loans on commercial terms at prevailing fixed or floating market interest rates as well as loans on State-supported terms at fixed interest rates that may be lower than prevailing fixed market rates in the CIRR-system. The compensation from the CIRR-system to SEK is recorded as a part of interest income in the Consolidated Statement of Comprehensive Income. See Note 1(f) to the Consolidated Financial Statements. Because Sweden is a member of the OECD, the CIRR-system is designed to comply with the Arrangement on Guidelines for Officially Supported Export Credits of the OECD (the "Export Credit Guidelines").

SEK's product offerings are aimed at Swedish exporters and their customers, and its customers are large and medium-sized Swedish exporters with sales exceeding Skr 500 million.

SEK works mainly in lending and as a result, SEK acts as a complement to, and works in cooperation with, Swedish and international banks as well as other financial institutions. SEK also has close partnerships with other export promotion agencies in Sweden such as Almi, Business Sweden, EKN and Swedfund.

SEK can provide loans in a number of different currencies and with different maturities. The majority of its lending is in Swedish kronor, US dollars or euros, but SEK also offers loans in several other currencies.

SEK's borrowing activities in the international capital markets have given SEK expertise in financial instruments.

SEK's niche specialization in long-term export-related financing, combined with its financial capacity and flexible organization, are key factors in the management of its operations.

### **2022**

- For the full-year, SEK recorded higher net interest income, Skr 2,179 million (2021: Skr 1,907 million). During the year, a high new lending rate, rising interest rates in Swedish kronor and a weaker Swedish krona contributed to higher interest income. On January 1, 2022, a new risk tax on credit institutions was introduced in Sweden. Net interest income was negatively affected by the risk tax amounting to Skr 109 million.
- The new lending volume in 2022 was Skr 133 billion (2021: Skr 77 billion), the highest ever new lending volume in the space of one year. New lending to Swedish exporters was Skr 50.3 billion in 2022 (2021: Skr 25.1 billion), and new lending to exporters' customers amounted to Skr 82.9 billion in 2022 (2021: Skr 51.9 billion). The high level of new lending was primarily the result of high demand for working capital finance from large and medium-sized Swedish exporters, but also from increased demand for major export credits. Demand for financing from the defense industry, in particular, has shown a sharp rise.
- There is a global need for investments in order to reach the reduced carbon emissions goals contained in the Paris Agreement on climate change. There is a substantial transition need in sectors such as transportation and energy, sustainable urban development and fossil-fuel production. While the share of new green lending declined year-on-year, SEK's ambition of being a force in the transition to a low-carbon economy remains firm. SEK's focus on increasing the client portfolio and offering more companies access to Sweden's export credit system has been highly successful. The number of clients increased 14 percent during the year compared to the full year 2021.
- SEK's new green lending totaled Skr 7.4 billion in 2022 (2021: Skr 11.5 billion).

- SEK had a credit facility with the Swedish National Debt Office of up to Skr 175 billion in 2022. The credit facility can be used both within the current CIRR-system up to Skr 140 billion, and up to Skr 35 billion for commercial export financing. The credit facility was renewed in December 2022 through the end of 2023 by the Swedish Government in order to further enhance the ability to promote the Swedish export industry. SEK had not utilized the credit facility by December 31, 2022.
- The Board of Directors of SEK (the "Board") has resolved to propose the payment of a dividend of 20 percent of the year's profit at the Annual General Meeting, corresponding to Skr 233 million (2021: Skr 414 million), which is in line with the Company's dividend policy of 20-40 percent.
- The Swedish Krona weakened sharply during the year against the USD and EUR. Broad index declines in stock markets indicated poorer times ahead. In Sweden, the economic indicators showed that the economy was moving towards a worsening trajectory.

### Competition

SEK is the only institution authorized by the Swedish State to grant export financing loans under the CIRR-system. With support from the State, SEK helps Swedish export companies compete with other export companies within OECD member countries that provide similar support from their respective domestic export credit agencies and where such export credit agencies also provide government-supported export credits. SEK also helps Swedish export companies compete with other export companies outside the OECD member countries. SEK's lending, excluding the CIRR-system, faces competition from other Swedish and foreign financial institutions, as well as from the direct and indirect financing programs of exporters themselves.

The following table summarizes SEK's loans outstanding and debt outstanding as of December 31, 2022 and 2021:

Skr mn	Year ended December 31,		Changes in percent
	2022	2021	
Total loans outstanding <sup>(A)</sup>	273,448	237,224	15%
of which CIRR-system	94,241	87,872	7%
Total debt outstanding	326,270	295,000	11%
of which CIRR-system	103,336	88,092	17%

(A) Loans outstanding consist of loans due from commercial and financial institutions including loans in the form of interest-bearing securities. For a reconciliation of loans outstanding, see Note 11 to the Consolidated Financial Statements.

### Lending Operations – General

The following table sets forth certain data regarding the Group's lending operations, including the CIRR-system, during the two-year period ending December 31, 2022:

Skr mn	Year ended December 31,		Changes in percent
	2022	2021	
Offers of long-term loans accepted	133,181	76,988	73%
Total loan disbursements	-103,924	-96,881	7%
Total loan repayments	85,227	99,314	-14%
Total net increase/ (decrease) in loans outstanding	36,224	5,546	553%
Loans outstanding	273,448	237,224	15%
Loan commitments outstanding but undisbursed <sup>(A)</sup>	75,369	53,871	40%

(A) If a loan has been accepted by the borrower it can be disbursed immediately. However, disbursement may be delayed due to a number of factors. In some cases, including as a result of changes in the commercial and financial institutions' need for funds, an accepted loan may never be disbursed. Currency exchange-rate effects also impact the amount of loan commitments that will result in loans outstanding. Therefore, the volume of loans accepted does not equal the volume of loans disbursed as presented in the Statement of Cash Flows in the Consolidated Financial Statements for a single fiscal year. Loans accepted but not yet disbursed are presented under the heading "Commitments" as "Committed undisbursed loans". See Note 11 to the Consolidated Financial Statements.

**Total loans outstanding, type of loans**

Skr mn	As of December 31,				
	2022	2021	2020	2019	2018
Lending to exporters' customers	145,049	127,943	111,628	121,165	119,467
of which CIRR-system	94,241	87,872	69,163	76,120	69,922
Lending to Swedish exporters	128,399	109,281	120,050	96,429	89,759
of which CIRR-system	—	—	—	—	—
<b>Total</b>	<b>273,448</b>	<b>237,224</b>	<b>231,678</b>	<b>217,594</b>	<b>209,226</b>
of which CIRR-system	94,241	87,872	69,163	76,120	69,922

Over half of the loan volumes granted by SEK are granted to purchasers of Swedish exports. Western European markets are the largest markets for exported Swedish goods by revenue. However, exports to other markets, including less developed markets, are also important. Accordingly, the need for export financing may be related to transactions involving buyers in many different countries, with varying levels of creditworthiness. Pursuant to its credit risk exposure policy, SEK is selective in accepting such risk exposure. The credit risk exposure policy seeks to ensure that SEK is neither dependent on the creditworthiness of individual buyers of Swedish goods and services, nor on the countries in which they are domiciled, but rather on the creditworthiness of individual counterparties to which SEK accepts credit risk exposure. SEK relies to a large extent on guarantees in its lending. For additional information on SEK's approach to risk, see Note 26 and Note 30 to the Consolidated Financial Statements.

SEK has no exposure to loans that the Company would characterize as high-risk lending, including loans which have been modified or would otherwise qualify as distressed debt, other than the limited amount of such assets disclosed in Note 9 to the Consolidated Financial Statements.

**CIRR-system**

SEK treats the CIRR-system as a separate operation for accounting purposes. Although the deficits (or surpluses) of programs under the CIRR-system are reimbursed by (or paid to) the Swedish State, any loan losses that may be incurred under such programs are not reimbursed by the Swedish State. Accordingly, SEK has to obtain appropriate credit support for those loans as well. All of the lending under the CIRR-system is reported on SEK's Consolidated Statement of Financial Position. SEK has consequently presented the financial results of the CIRR-system in the Consolidated Statement of Comprehensive Income as the gross amounts collected and paid in accordance with the agreement with the Swedish State. See Note 1 to the Consolidated Financial Statements for further details. In general, loans under the program are guaranteed by EKN. All such loans granted by SEK must also undergo SEK's customary approval process.

Pursuant to an owner instruction adopted by the sole shareholder, the Swedish State, at the Annual General Meeting in April 2016, the difference between interest income related to lending and liquid assets under the CIRR-system on the one hand, and interest expenses related to borrowing, all other financing costs and any net foreign exchange losses incurred by SEK under the CIRR-system, on the other hand, are reimbursed by (or paid to) the Swedish State.

SEK reports loans in the following categories:

**Loan Types and Underwriting Policies**
**(a) Lending to Swedish exporters**
**(b) Lending to exporters' customers**

- export credits;
- loans for the funding of export lease agreements;
- trade finance; and
- project finance.

Within the CIRR-system, SEK extends loans only for the medium and long-term financing of durable goods exports. CIRR-system lending includes financing in collaboration with intergovernmental organizations and foreign export credit agencies.

SEK's credit underwriting policies and requirements are similar regardless of loan type, and pertain equally to the CIRR-system. The majority of SEK's loans are guaranteed by export credit agencies or banks, or by credit default swaps issued by banks or other financial institutions.

SEK's initial loan offer and subsequent commitment set forth the maximum principal amount of the loan, the currency in which the loan will be denominated, and the repayment and disbursement schedule.

For more information, see the table under the heading "Outstanding loans as per product type" under Note 11 to the Consolidated Financial Statements.

#### **Interest Rates**

Outside the CIRR-system, export financing is extended at prevailing market rates of interest. The Group normally makes loan offers at a quoted interest rate that is subject to change prior to acceptance of the loan offer (a non-binding offer). When a borrower accepts a non-binding loan offer, the interest rate is normally set at the then-prevailing market rate (which might have changed since the loan commitment was made), and a binding loan commitment arises. Binding offers can also be provided and are offers with a higher degree of commitment to the customer with regard to disbursement of the loan than non-binding offers, regardless of whether the interest rate is fixed or not.

Because Sweden is a member of the OECD, the CIRR-system is designed to comply with the Export Credit Guidelines, which establish minimum interest rates, required down payments and maximum loan periods for government-supported export loan programs.

SEK offers CIRR loans established by the OECD in accordance with the Export Credit Guidelines. The CIRR rates for new loans are subject to periodic review and adjustment by the OECD. The Export Credit Guidelines stipulate that loan offers may remain valid for a period of not more than 120 days. EU rules and Swedish regulations state that the commercial contract relating to the loan offer must be signed within that 120-day period. Thereafter, the CIRR rate can be locked in for a maximum period of six months in order for the loan agreement to be finalized. No commitment fee is charged by SEK for CIRR loans. SEK receives compensation from the Swedish government in the form of an administrative fee of 0.25 percent per annum, which is calculated based on the loan amount outstanding. The arranging or agent-bank, generally a commercial bank, receives compensation in the amount of 0.25 percent per annum, based on the loan amount outstanding, to cover its costs for arranging and managing loans.

SEK previously participated with government agencies in an export-financing program (the "Concessionary Credit Program") financed by the Swedish State to promote exports to certain developing countries, incorporating a foreign aid element of at least 35 percent. Sweden is no longer providing new concessionary credits under the program, but SEK still has loans from the program outstanding on its balance sheet. Terms varied according to the per capita income of the importing country.

The aid element is reflected in the form of lower rates of interest and/or deferred repayment schedules. The Swedish government reimburses SEK through the CIRR-system for the costs incurred as a result of SEK's participation in the Concessionary Credit Program as well as any costs for CIRR financing.

#### **Guarantees and Credit Default Swaps**

SEK relies to a large extent on guarantees in its lending. The guarantors are principally made up of government export credit agencies, such as the EKN, the Export Import Bank of the United States, the Exports Credits Guarantee Department of the United Kingdom, Compagnie Française d'Assurance pour le Commerce Extérieur of France and Euler Hermes Kreditversicherungs AG of Germany, as well as financial institutions and, to a lesser extent, non-financial corporations. Credit risk is allocated to a guarantor in accordance with SEK's policy and therefore, when disclosing net credit risk exposures, the majority of SEK's guaranteed credit exposure is shown as exposure to sovereign counterparties. In general, loans under the CIRR-system are guaranteed by the EKN.

**Total credit exposures for SEK covered by guarantees**

Skr bn	Year ended December 31,	
	2022	2021
Government export credit agencies	189.0	162.1
of which covered corporate exposures	108.1	90.1
of which covered exposures to financial institutions	6.7	0.0
of which covered exposures to regional governments	1.5	1.6
of which covered sovereign exposures	72.7	70.4

As of December 31, 2022, government export credit agencies guaranteed 43.1 percent (2021: 43.5 percent) of SEK's total credit exposures.

If a guarantee or credit default swap is entered into for risk-mitigating purposes, the instrument protects a pre-defined amount of SEK's exposure with respect to the principal amount of the underlying loan (and in some cases interest) as long as the issuer of the guarantee or credit default swap is financially sound. The protected amount is ordinarily 75–100 percent of the principal amount. Most of the counterparties against whom SEK accepts net exposures are rated by one or more of the internationally recognized rating agencies.

For information regarding SEK's gross and net credit exposures to counterparties, broken down by geography and type of counterparty (taking into account applicable guarantees but not collateral), see Note 26 to the Consolidated Financial Statements.

**Loan Maturities**

SEK's historical role (and one that continues today) has been in the provision of long-term financing in order to promote the Swedish export industry. Since many of the projects the export industry engages in are long-term projects, both with regard to disbursement periods and repayment periods, SEK's loans often have longer terms than those of loan products offered by commercial banks. However, SEK also meets its customers' needs by providing short-term financing when required. Consequently, SEK's loan maturities range from very short-term loans (with terms of three to six months) to loans for as long as 20–30 years. Under the CIR-system, loan maturities generally range from one year up to 20–30 years.

**Currency**

SEK extends loans in different currencies, depending on the needs of its borrowers. Before the Group makes any loan commitment, it ensures that the currency in which the loan is to be funded is expected to be available for the entire loan period at an interest rate (taking into account the costs of foreign exchange derivatives) that, as of the day the commitment is made, results in a margin that the Group deems sufficient. The Group borrows, on an aggregate basis, at maturities corresponding to or exceeding those of prospective loans. Accordingly, the Group may decide not to hedge particular loan commitments due to movements in interest rate risk until sometime after they are made. Interest rate risks associated with such unhedged commitments are monitored closely and may not exceed interest rate risk limits established by the Board. SEK's policies are described in Note 30 to the Consolidated Financial Statements.

The following table shows the currency breakdown of loan offers accepted for loans with maturities exceeding one year for each year in the two-year period ending December 31, 2022.

Currency in which loan is denominated	Percentage of loan offers accepted	
	2022	2021
Swedish kronor	36%	38%
Euros	20%	19%
U.S. dollars	39%	37%
Other	5%	6%
Total	100%	100%



## Credit Support for Loans Outstanding

The Group's policies with regard to counterparty exposures are described in detail in Note 30 to the Consolidated Financial Statements.

The following table illustrates the counterparties for the Group's loans and guarantees outstanding as of December 31, 2022 and December 31, 2021. Although most loans fall into more than one category for any given loan, this table only reflects the counterparty (either the borrower or the guarantor) that SEK believes to be stronger in terms of creditworthiness.

	2022	2021
Loan credit exposure to Swedish State guarantees via EKN <sup>(A)</sup>	42%	45%
Loan credit exposure to Swedish credit institutions <sup>(B)</sup>	2%	2%
Loan credit exposure to foreign bank groups or governments <sup>(C)</sup>	6%	7%
Loan credit exposure to Swedish counterparties, primarily corporations <sup>(D)</sup>	33%	31%
Loan credit exposure to municipalities	1%	1%
Loan credit exposure to other foreign counterparties, primarily corporations	16%	14%
<b>Total</b>	<b>100%</b>	<b>100%</b>

(A) EKN guarantees are in substance insurance against losses caused by the default of a foreign borrower or buyer in meeting its contractual obligations in connection with the purchase of Swedish goods or services. In the case of a foreign private borrower or buyer, coverage is for "commercial" and, in most cases, "political" risks. Coverage for "commercial" risk refers to losses caused by events such as the borrower's or buyer's insolvency or failure to make required payments within a certain time period (usually six months). Coverage for "political" risk refers to losses caused by events such as a moratorium, revolution or war in the importing country or the imposition of import or currency control measures in such country. Disputed claims must be resolved by a court judgment or arbitral award, unless otherwise agreed by EKN. In the table above, only the particular amount of any given total loan that is guaranteed is listed as such. The amount of any such loan that is not covered by the relevant guarantee is excluded. EKN is a State agency whose obligations are backed by the full faith and credit of Sweden.

(B) At December 31, 2022, loans in this category amounting to approximately 26 percent (2021: 0 percent) of the total loans in this category represented loans to the four largest commercial bank groups in Sweden including guarantees in the form of bank guarantees or credit derivatives. The remaining 74 percent (2021: 2 percent) of total loans represented loans to various financial institutions and minor commercial banks in Sweden including guarantees in the form of bank guarantees or credit derivatives.

(C) At December 31, 2022, loans in this category consisted principally of obligations of other Nordic, Western European or North American bank groups, together with obligations of Western European governments, including guarantees in the form of bank guarantees or credit derivatives.

(D) At December 31, 2022, approximately 31 percent (2021: 10 percent) of the total loan credit exposure represented loans to the 20 largest Swedish corporations. See "—Lending Operations—General" for information on the geographical distribution of borrowers, see also Note 26 to the Consolidated Financial Statements.

## Swedish Government Supervision

### Supervisory Authorities

SEK operates as a credit market institution within the meaning of the Swedish Banking and Financing Business Act (2004:297). As such, it is subject to supervision and regulation by Finansinspektionen (the “Swedish FSA”), which licenses and monitors the activities of credit market institutions to ensure their compliance with the Swedish Banking and Financing Business Act, including the regulations linked to it, and such institutions’ corporate charters. This supervision with respect to the Group’s minimum capital and liquidity requirements covers the Parent Company but not the Subsidiary because the Subsidiary is not classified as a credit market institution. Among other things, the Swedish FSA requires SEK to submit reports on a daily, monthly, quarterly, semi-annual and annual basis and may conduct periodic inspections. The Swedish FSA has also classified SEK as a level 2 institute in accordance with the EU Supervisory Review and Evaluation Process (SREP). As such, the Swedish FSA also carries out the SREP, which entails a more detailed review and evaluation of SEK’s governance, risk management, internal control as well as capital and liquidity planning, every two years. The Swedish FSA may also (but currently does not) appoint an external auditor to participate with SEK’s independent auditors in examining the Group’s and the Parent Company’s financial statements and the management of the Group.

The Swedish National Debt Office requires information to be reported by credit institutions, including SEK, in accordance with the Resolution Act. The Resolution Act originates from the BRRD, which provides an EU-wide framework for the recovery and resolution of credit institutions, among others. The BRRD requires all EEA member states to provide their relevant resolution authorities with a set of tools to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution’s critical financial and economic functions, while minimizing the impact of an institution’s failure on the broader economy and financial system. The information is used to set the minimum requirement for own funds and eligible liabilities for the credit institution.

The Swedish National Audit Office may audit the activities that are conducted by the Swedish State in the form of limited companies if the State as owner has a controlling influence over the activities. The State has controlling influence over the activities of the Parent Company, which is a limited company. Accordingly, the Swedish National Audit Office may appoint an Authorized Public Accountant, in order to get access to the same information as the external auditors, but has not yet done so.

As a credit market institution, SEK is also subject to prudential regulations relating to, among other things, its capital adequacy, its maximal exposure to any counterparty or any group of interconnected clients and its liquidity position.

### Capital adequacy regulations

As of January 1, 2014, the revised capital adequacy rules of the Basel Committee, referred to as Basel III, came into force within the European Union. Basel III was introduced by a legislative package consisting of the CRR (Regulation (EU) No 575/20) and the Capital Requirements Directive (Directive 2013/36/EU of the European Parliament and of the Council of June 26, 2013, on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing directives 2006/48/EC and 2006/49/EC or the “CRD IV”). The CRR is directly applicable in Sweden and contains detailed requirements pertaining to capital adequacy, liquidity, large exposures, leverage ratio and supervisory reporting. The CRD IV was incorporated into Swedish legislation as of August 2, 2014 and covers areas such as principles for prudential supervision, internal assessments of risk and capital, corporate governance, capital buffers, sanctions and remuneration.

The current regulations introduced by the CRR and CRD IV replace regulations based on the previous revision of the Basel accord, Basel II, which had been the prevailing standard since 2007, as it was incorporated into EU and Swedish legislation. The CRR, as amended, and the CRD IV, as incorporated into national legislation, apply to credit institutions, including SEK, within Sweden and the European Union.

The main structure of Basel III consists of three “Pillars” as follows:

(i) *Pillar 1* deals with minimum capital requirements for credit risks, credit valuation adjustment risks and market risks as well as for operational risks, based on explicit calculation rules. Under Pillar 1, an institution must at all times have own funds that in size and composition are sufficient to meet those minimum capital requirements. The capital requirements and the own funds are calculated in accordance with the CRR. Pillar 1 allows institutions to choose between some alternative methods based on their size, complexity, type of operations and subject to certain conditions. For credit risk, the standardized approach is the simplest approach, containing risk weights, all of which are established by national authorities. Institutions can expand upon the supervisory authorities’ risk weights by using risk assessments from recognized credit rating agencies such as Moody’s, Standard & Poor’s and Fitch. The next level of sophistication under Pillar 1 regarding credit risk is called the foundation internal rating-based (“IRB”) approach. Under the foundation IRB approach, the risk weights, and therefore the capital requirements, are partially based on institutions’ internal risk classifications of their exposures and counterparties. SEK’s permission to base its capital requirement for credit risk on the IRB approach covers most of the Company’s exposures.

(ii) *Pillar 2* pertains to national supervisory authorities’ evaluation of risks and describes requirements for institutions’ processes for risk and capital management. It also establishes the supervisory authorities’ functions and powers. Further, under Pillar 2 each financial institution must identify risks and assess risk management from a wider perspective, to supplement the capital requirements calculated within the scope of Pillar 1. This Internal Capital Adequacy Assessment Process (ICAAP) and Internal Liquidity Adequacy Assessment Process (ILAAP) also takes qualitative risks into account. SEK annually assesses the development of its future capital and liquidity requirements and available capital primarily in connection with the update of its three-year business plan. Furthermore, each quarter, the Swedish FSA publishes the result of its assessments on the capital adequacy reflecting additional requirements for risks not covered by the Pillar 1 for the ten largest financial institutions in Sweden, including SEK. This publication covers additional estimates of concentration risk, sovereign risk, market risk and pension risk. Moreover, it reflects the ICAAP, where the additional risks are included and evaluated annually.

(iii) *Pillar 3* concerns and places requirements on transparency and comparability and how institutions, in a broad sense, should report their operations to the market and the public. The disclosure of capital and risk management must follow the requirements of the CRR and some additional regulations issued in Sweden, most notably the Swedish FSA’s regulations FFFS 2014:12 regarding prudential requirements and capital buffers. Under CRR II (discussed below), the EU introduced formal revision to the disclosure framework with extended scope, application and frequency of Pillar 3 disclosures for large and listed institutions. The revised Pillar 3 framework indicates which disclosures are required from institutions, on the basis of their size, complexity and of whether they are listed or non-listed institutions. As SEK meets the criteria for large and listed institutions since 2021 new quarterly, semi-annual and annual disclosure requirements are applicable to it. The 2022 Pillar 3 is available at [www.sek.se](http://www.sek.se).

#### **New regulations in force during 2022**

In 2022 the Swedish FSA (FI) introduced a new method for calculating capital requirements for pension risk under Pillar 2. The new method is applicable to SEK in the 2023 review and evaluation process. The majority of the pension plans in SEK are managed by external companies and cannot lead to any future obligations for SEK once the premiums have been paid to these external companies. In addition, SEK has a few pension commitments to former employees in the balance sheet that will need to be considered in Pillar 2. The Pillar 2 capital requirement for these pensions will be less than EUR 1 million.

#### **Upcoming regulations**

In October, 2021 the EU Commission published a proposal on how the final phases of Basel IV reforms shall be implemented in the EU. In the proposal, which covers changes to both CRR (“CRR III”) and CRD (“CRD VI”), the implementation of the last phases of the Basel IV is postponed from the deadline set by the Basel Committee from January 1, 2023 until January 1, 2025. The proposed EU directive and regulation largely follows the standards set out by the Basel Committee, and introduces a new output floor for internal models for market risk and credit risk, revised standardized approaches for credit risk and operational risk, constraints on the use of internally modelled approaches for credit risk and changes in leverage ratio requirements. The output floor, which is designed to ensure that banks’ capital requirements calculated under internal models-based approaches may not fall below 72.5% of the capital requirements calculated under the standardized approaches, will be phased in incrementally over five years, beginning with 50% January 1, 2025 before becoming fully effective with 72.5% on January 1, 2030.

## Liquidity standards

As mentioned above, the CRR also includes liquidity standards: the liquidity coverage ratio ("LCR") and net stable funding ratio ("NSFR"). The LCR requires that a bank holds enough high quality liquid assets to cover its projected net cash outflows over a 30-day stress scenario. The European Commission has adopted a delegated regulation on LCR. The detailed LCR rules came into force on October 1, 2015 and were amended by a Commission Delegated Regulation in 2018. They require institutions, including SEK, to maintain a LCR of at least 100 percent from 2018. In addition, the Swedish FSA requires institutions to maintain a LCR of at least 100 percent separately in euro and USD and also a LCR of at least 75 percent in Skr and other significant currencies. The NSFR requires that a bank maintain a stable borrowing profile in relation to the composition of its assets and off-balance sheet activities under both normal and stressed conditions. A requirement to maintain a NSFR ratio of at least 100 percent was implemented on June 30, 2021. SEK has consistently maintained an LCR and NSFR in excess of minimum requirements. See Note 26 to the Consolidated Financial Statements for further details on liquidity standards.

## Measures of capital adequacy

Two parallel capital requirements must be met from June 2021, a risk-based requirement and a requirement for leverage ratio. For SEK, the risk-based minimum capital requirement exceeds the leverage ratio requirement.

The risk-based requirement is a capital-to-risk exposure amount ratio, which compares the own funds, as defined in the CRR, to the total of risk-weighted exposures, that is assets and off-balance sheet items measured according to the risk level.

According to the CRR, own funds consist of three components with different levels of quality from a loss absorption perspective:

- the highest quality is the **Common Equity Tier 1 capital**, which includes equity capital after certain adjustments and deductions;
- the next level is the **Additional Tier 1 capital** which, subject to detailed requirements, consists of certain types of highly subordinated, perpetual debt or hybrid capital (**Tier 1 capital** is the sum of Common Equity Tier 1 capital and Additional Tier 1 capital); and
- **Tier 2 capital** constitutes the third level and consists of, subject to detailed requirements, certain types of subordinated debt that, among other things, must have an original maturity of no less than five years.

The **minimum total capital ratio requirement** under Pillar 1 is 8.0 percent, a requirement that has not changed with the CRR. However, the CRR introduced additional requirements on the higher quality components of capital, with a minimum requirement of 4.5 percent and 6.0 percent relating to Common Equity Tier 1 capital and Tier 1 capital, respectively.

	Minimum Capital Requirement <sup>1</sup>		Total capital Requirement including Buffers Requirement <sup>2</sup>		SEK Capital Ratios	
	2022	2021	2022	2021	2022	2021
Common Equity Tier 1	4.5%	4.5%	11.4%	10.6%	20.6%	21.6%
Tier 1	6.0%	6.0%	13.6%	12.8%	20.6%	21.6%
Total capital	8.0%	8.0%	16.5%	15.7%	20.6%	21.6%

<sup>1</sup> Under Pillar 1.

<sup>2</sup> Under Pillar 1 and Pillar 2 including Buffer requirements.

In addition to these minimum ratios, SEK must meet certain **capital buffers requirements**. Failure to meet the additional buffers requirements triggers, among other things, restrictions on distributions. The countercyclical buffer rate that is applied to exposures located in Sweden was lowered from 2.5 percent to 0 percent as of March 16, 2020. The reduction was made for preventive purposes, in order to counteract credit tightening due to the development and spread of COVID-19 and its effects on the economy. The Swedish FSA decided on September 29, 2021 to increase the countercyclical buffer rate to 1 percent and on June 22, 2022 to 2 percent. From June 22, 2023, the countercyclical buffer rate will remain at 2 percent. SEK is also expected to cover the supplementary capital requirements estimated under Pillar 2, which in practice constitutes an extension of the minimum capital requirement for financial institutions in Sweden, covering additional risks not included in the Pillar 1 minimum requirements. Beginning in September 2021 an individual **Pillar 2 requirement** of 3.67 percent calculated on the total risk exposure amount was introduced, according to the decision from the latest Swedish FSA SREP.

Furthermore, SEK started from the same date to hold additional capital of 1.5 percent of the total risk-weighted exposure amount in accordance with **pillar 2 guidance**. The Pillar 2 guidance is not a binding requirement. SEK's policy is to maintain own funds well in excess of both the regulatory minimum requirements under Pillar 1 and the supplementary capital requirements under Pillar 2.

The main contributing factor for the decrease in SEK's capital ratios as of December 31, 2022 compared with year-end 2021 was increased lending and a weaker Swedish currency against the USD and the euro. SEK does not apply IFRS 9 transitional rules for expected losses. The capital adequacy ratios already reflect the full impact of IFRS 9 with regard to expected losses. See Note 25 to the Consolidated Financial Statements for further details on the capital adequacy and capital buffers of SEK.

#### Large exposures

The CRR also imposes restrictions on large exposures, which limit a bank's concentration of credit risks. According to the CRR, a large exposure refers to an exposure to any counterparty or any group of interconnected clients that accounts for at least 10 percent of an institution's eligible capital, which effectively for SEK is the total of own funds. Beginning June 28, 2021, large exposures are determined based on Tier 1 capital instead of eligible capital pursuant to revisions adopted in CRR II.

As percentage of	2022	2021
Large exposures as percentage of the own funds	235.6%	229.2%

The aggregate amount of SEK's large exposures as of December 31, 2022 consisted of exposures to 18 different counterparties, or counterparty groups.

In order to monitor large exposures, SEK has defined internal limits for large exposures, which are monitored daily, along with other limits.

#### Minimum requirement for own funds and eligible liabilities

The Swedish National Debt Office decides on plans for how Swedish banks and other financial institutions are to be managed in a crisis situation. The Swedish National Debt Office, in its role as the Swedish resolution authority, makes an annual assessment of which banks and financial institutions are systemically important, on the basis of their significance for the financial system as a whole. Resolution applies only for systemically important banks or other financial institutions. SEK is a systemically important institution according to the Swedish National Debt Office's assessment. The Swedish National Debt Office also sets minimum requirements for own funds and eligible liabilities (MREL) for those institutions to ensure resolvability. In July, 2021 the Swedish national adaptation of the revised BRRD (BRRD II) entered into force, amending the previous MREL requirements to ensure that institutions meet the requirement with own funds and eligible liabilities. Additionally, the new MREL requirements needs to also be met with subordinated debt. In December, 2021, the Swedish National Debt Office communicated a new MREL requirement for SEK applicable from January 1, 2024, including intermediate requirements to be met as of January 1, 2023. For 2023, SEK must meet a minimum level of at least (i) 13.5 percent of the total risk exposure amount (REA), and (ii) 5 percent of the total Leverage ratio exposure measure (LRE), using own funds and subordinated eligible liabilities. At December 31, 2022, part (i) was the higher requirement for SEK and the outcome was 17.3 percent of REA. This minimum requirement for own funds and eligible liabilities (MREL) is met in whole using SEK's own funds excluding the CET1 capital used to meet the combined buffer requirements. The requirement that should be met at January 1, 2024 amounts to (i) 27.34 percent of REA, and (ii) 6 percent of LRE, of which at least (i) 23.34 percent of REA, and (ii) 6 percent of LRE should be met using own funds and subordinated eligible liabilities.

The Swedish National Debt Office has also communicated target levels for 2023. The target level for own funds and eligible liabilities is (i) 23.34 percent of REA, and (ii) 5 percent of LRE. At December 31, 2022, part (i) was the higher requirement for SEK and the outcome was 55.1 percent of REA. The target level for own funds and subordinated eligible liabilities coincides with the minimum level as above.

### **C. Organizational Structure**

In the last quarter of 2021, SEK started to implement a new organization aimed at reaching business goals and ensuring increased selling power in furtherance of the new business plan for 2022–2024. The new organization was fully implemented in the beginning of 2022 when the new Sustainability function was implemented. The Head of Sustainability reports directly to the Chief Executive Officer (the “CEO”) and is part of executive management. The objective is to further increase focus on sustainability topics within the Company. SEK also maintains an independent risk control function, a compliance function as well as staff and support functions.

#### **Risk Control, Compliance and Internal Audit**

SEK maintains a risk control function and a compliance function which operate independently of the business areas. See also Note 30 to the Consolidated Financial Statements. In November 2011, upon the recommendation of the Audit Committee, SEK’s Board decided that the independent internal audit function would be outsourced to an external company from the beginning of 2012. SEK’s Board appointed KPMG to be responsible for the independent internal audit function and they commenced their assignment in January 2012. Their assignment was extended for the years 2013 through 2018. As of 2019, this assignment was transferred to another external party, Deloitte, and they maintained the assignment during 2022. In appointing an external party to perform the internal audit, SEK benefits from significant competence and experience in auditing SEK’s compliance with applicable regulations. The Executive Committee has overall responsibility to establish the internal rules for the internal control of the financial reporting and follow-up compliance with the internal control regulations.

### **D. Property, Plants and Equipment**

SEK’s current headquarters, which occupy approximately 3,445 square meters of office space in central Stockholm, are leased. SEK also leases office space in Gothenburg, which occupies approximately 19 square meters, and two spots in a shared office space in Malmö.

### **ITEM 4A. UNRESOLVED STAFF COMMENTS**

None.

### **ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS**

#### **A. Operating Results**

##### **Introduction**

A major part of SEK’s operating profit derives from net interest income, which is earned mainly on loans to customers, but also to a lesser extent on liquidity investments. Borrowing for these assets comes from equity and from securities issued in international capital markets. Accordingly, the key determinants of SEK’s operating profit are: the interest rate on interest-bearing assets, the interest rate of issued securities, the outstanding volume of interest-bearing assets and the proportion of assets financed by equity.

SEK issues debt instruments with terms that may be fixed, floating or linked to various indices. SEK’s strategy is to economically hedge these terms at floating rates with the aim of matching the terms of its debt-financed assets. The quality of SEK’s operating profit, its relatively stable credit ratings and SEK’s public role have enabled SEK to achieve borrowing at levels that are competitive within the market. Another factor affecting net interest income is the size of the resolution fee and the risk tax. The resolution fee is a fee which SEK is required to pay to a fund to support the recovery of credit institutions. On January 1, 2022, a new risk tax on credit institutions was introduced in Sweden.

In addition to net interest income, another key influence on SEK's operating earnings has been changes in the fair value of certain assets, liabilities and derivatives. The factor that mainly impacts unrealized changes in fair value is cross-currency basis spreads. Cross-currency basis spread is the deviation in the nominal interest rate between two currencies in a currency interest rate swap caused by the difference between the base interest rate of the currencies.

Operating expenses, primarily driven by personnel expenses, also have an important impact on SEK's operating profit.

Other comprehensive income is primarily affected by unrealized changes in fair value attributable to credit spreads on SEK's own debt, which relate to the credit rating attributed to SEK by its investors and value changes on derivatives in cash flow hedges. Actuarial profits and losses on SEK's defined benefit plans also affect other comprehensive income.

SEK's general business model is to hold financial instruments measured at fair value to maturity. The net fair value changes that occur mainly relate to changes in credit spreads on SEK's own debt and value changes on derivatives in cash flow hedges, which are reported in other comprehensive income, and basis spreads, which are recognized in net results of financial transactions. The changes could be significant in a single reporting period, but will not affect earnings over time since the lifetime cumulative changes in the instrument's market value will be zero if it is held to maturity and is a performing instrument. When financial instruments are not held to maturity, realized gains and losses can occur, for example when SEK repurchases its own debt, or if lending is repaid early and the related hedging instruments are terminated prematurely.

For Critical Accounting Policies and Estimates and Recent Accounting Pronouncements Issued and Other Accounting Related Announcements, see Note 1 to the Consolidated Financial Statements.

For a discussion and analysis of SEK's financial condition and operating results for the year ended December 31, 2021 and 2020, see Item 5 of SEK's Form 20-F for the year ended December 31, 2021 filed with the SEC on February 24, 2022.

#### Key Performance Indicators

The following table summarizes SEK's key performance indicators and how SEK defines them. We use certain key performance indicators to monitor and manage our business. We use these indicators to evaluate our business, measure our performance, identify trends affecting our business, formulate business plans, and make strategic decisions. We believe these indicators provide useful information to investors in understanding and evaluating our operating results in the same manner we do.

New lending ( <i>of which to Swedish exporters</i> )	New lending includes all new committed loans, irrespective of tenor. Not all new lending is reported in the Consolidated Statement of Financial Position and the Consolidated Statement of Cash Flows since certain portions comprise committed undisbursed loans (see Note 11). The amounts reported for committed undisbursed loans may change when presented in the Consolidated Statement of Financial Position due to changes in exchange rates, for example.
New lending ( <i>of which to exporters' customers</i> )	
CIRR-loans as a percentage of new lending	The proportion of officially supported export credits (CIRR) of new lending.
Loans, outstanding and undisbursed	The total of loans in the form of interest-bearing securities, loans to credit institutions, loans to the public and loans outstanding and undisbursed. Deduction is made for cash collateral under the security agreements for derivative contracts and deposits with time to maturity exceeding three months (see the Statement of Financial Position and Note 23).
New long-term borrowings	New borrowings with maturities exceeding one year, for which the amounts are based on the trade date.
Outstanding senior debt	The total of borrowing from credit institutions, borrowing from the public and debt securities issued.

After-tax return on equity	Net profit, expressed as a percentage per annum of the current year's average equity (calculated using the opening and closing balances for the report period).
Proposed ordinary dividend	Proposed payment of disposable funds to shareholders.
Common Equity Tier 1 capital ratio	The capital ratio is the quotient of total common equity tier 1 capital and the total risk exposure amount.
Tier 1 capital ratio	The capital ratio is the quotient of total tier 1 capital and the total risk exposure amount.
Total capital ratio	The capital ratio is the quotient of total Own funds and the total risk exposure amount.
Leverage ratio	Tier 1 capital expressed as a percentage of the exposure measured under CRR (refer to Note 25).
Liquidity coverage ratio (LCR)	The liquidity coverage ratio is a liquidity metric that shows SEK's highly liquid assets in relation to the Company's net cash outflows for the next 30 calendar days. A LCR of 100 percent means that the Company's liquidity reserve is of sufficient size to enable the Company to manage stressed liquidity outflows over a period of 30 days. Unlike the Swedish FSA's rules, the EU rules take into account the outflows that correspond to the need to pledge collateral for derivatives that would arise as a result of the effects of a negative market scenario.
Net stable funding ratio (NSFR)	This ratio measures stable funding in relation to the Company's illiquid assets over a one-year, stressed scenario in accordance with Basel III.
New lending green loans	New lending green loans includes all new committed loans, irrespective of tenor, categorized as green under SEK's framework for green bonds and green loans finance products or services that lead to significant and demonstrable progress toward the goal of sustainable development. Not all new green lending is reported in the Consolidated Statement of Financial Position and the Consolidated Statement of Cash Flows since certain portions comprise committed undisbursed loans.
Volume of green bonds issued during the period	Volume of green bonds issued is new borrowings during the period categorized as green under SEK's framework for green bonds. The metric is based on the trade date. Amounts in the Consolidated Statement of Cash Flows are shown based on settlement dates. Differences can occur between these amounts, since trade dates and settlement dates can differ and occur in different reporting periods.

## Overview of 2022

SEK has maintained a strong business flow during the year. New lending amounted to Skr 133.2 billion for the full year, which was the highest ever new lending volume in the space of one year. This was achieved during an eventful and challenging year.

At the beginning of the year, we were still in an economic upturn. The recovery following the COVID-19 pandemic was rapid. However, Russia's invasion of Ukraine changed that situation. The war has led to substantial human suffering, streams of refugees and geopolitical concern. The war and the remaining effects from the COVID-19 pandemic resulted in deteriorated conditions for the Swedish export industry, such as increased transportation and fuel prices, supply chain disruptions, reduced purchasing power, high inflation and a reduced risk appetite in the capital markets as a result of these factors. Consequently, the economic growth scenario has moved into an economic downturn scenario.

The continued Russian war in Ukraine resulted in challenging markets for corporate bonds and high demand for financing from SEK in the fourth quarter. This demonstrates the importance of our mission to finance the Swedish export industry and the transition to a low-carbon economy.



For the full year, we posted profitability of 5.5 percent and a net profit of Skr 1,166 million. This reflected a year-on-year increase of 0.4 percentage points or Skr 132 million. The Company's strong results were partly due to a substantial increase in working capital financing to Swedish exporters as well as major export credits to exporters' foreign customers. We have also witnessed higher lending to clients in the defense industry.

Among other transactions in Sweden during the year, SEK co-financed the Kølvallen wind farm comprising 60 wind turbines located in Ljusdal Municipality. Financing of projects that contribute to climate transition is an important part of SEK's offerings. The share of green assets in the loan portfolio increased from 7.5 percent to 9.5 percent year-on-year. We continue to develop our offerings, skills and working methods to increase the share of green assets.

Our focus on increasing the client portfolio and offering more companies access to Sweden's export credit system has been highly successful. SEK's client portfolio increased by 14 percent during the year.

In order to meet the increased demand for financing, SEK, in the fourth quarter of 2022, issued a EUR 1 billion five-year fixed-rate bond and a USD 1.75 billion three-year fixed-rate bond. The latter was the largest borrowing transaction SEK has completed since April 2020.

We enter 2023 well capitalized and with high liquidity to continue to meet Sweden's export industry's financing needs, even during highly uncertain times with highly volatile financial markets and reduced market liquidity.

### **Operations**

Global uncertainty dominated during the fourth quarter. Russia's war in Ukraine showed no signs of coming to an end. Capital market volumes remained at lower levels than usual and demand for SEK's financial solutions was unusually high. SEK's mission to provide financing to Sweden's export industry becomes increasingly important in times of great uncertainty. This was particularly noticeable during the year as demand increased for a number of the Company's offerings compared to the preceding year.

SEK achieved a new lending volume of Skr 133.2 billion during the full year, reflecting an increase of 73 percent compared to the full-year 2021. This is the highest new lending volume in the history of the Company and can only be compared to the new lending volumes achieved in 2009 (the financial crisis) and 2020 (the COVID-19 pandemic). The Company achieved a 15 percent growth in 2022 with regard to its total lending portfolio. The high level of new lending was primarily the result of a high demand for working capital finance from large and medium-sized Swedish exporters, but also from increased demand for major export credits. Demand for financing from the defense industry, in particular, has shown a sharp rise. While the share of new green lending declined year-on-year, SEK's ambition of being a force in the transition to a low-carbon economy remains firm.

Among other transactions in Sweden during the year, SEK co-financed the Kølvallen wind farm comprising 60 wind turbines located in Ljusdal Municipality. SEK, together with the Swedish Export Credit Agency (EKN) and international banks, also financed a major maternity clinic at a hospital in Ghana's capital, Accra, during the year. The financing was a result of investments in major international projects conducted by the Swedish government's Team Sweden initiative and which, in this case, led to increased exports for some 40 Swedish exporters. SEK's focus on increasing its client portfolio and offering more companies access to Sweden's export credit system has been highly successful. SEK's client portfolio increased by 14 percent during the year compared to the full-year 2021, exceeding the Company's ambitious target of a 10 percent increase.

The uncertainty in international capital markets has been high during most of the year. Russia's war in Ukraine, the remaining effects from the COVID-19 pandemic in the form of deficient supply chains, sharply rising energy prices and historically high inflation across much of the world were elements of concern that led to the risk appetite in international capital markets remaining lower than usual. Demand for financing from SEK from the Swedish export industry increased as a result of these circumstances.

SEK is highly regarded in the global markets and increased its borrowing volume in 2022 compared to the previous year, even with challenging market conditions. SEK has therefore been able to meet the increased demand for financing and remained a stable and secure financing partner for Sweden's export industry throughout the year.

SEK has raised borrowings, with maturities exceeding one year, of Skr 88.5 billion during the full year 2022. During the year, the Company issued a USD 1.75 billion three-year fixed-rate bond, which was the largest borrowing transaction SEK had completed since April 2020. SEK's focus on increasing the share of green lending also created more opportunities to issue green bonds. In June 2022, SEK conducted a public offering of a EUR 700 million five-year fixed-rate green bond. The bond was issued under SEK's sustainability bond framework, which is an umbrella framework for green, social and sustainability bonds linked to the United Nations Sustainable Development Goals. The offering was well-received by investors. The EUR-denominated green bond, together with the additional green bonds SEK issued in the Swedish market in 2022, resulted in a total volume of new green borrowing of Skr 9 billion for the full year 2022, compared to Skr 6 billion in 2021.

The Company therefore has high liquidity for new lending and is well prepared to meet the future financing needs of Sweden's export industry, even during these highly uncertain times with highly volatile financial markets and reduced market liquidity.

#### Assets and Business Volume

Skr bn	As of December 31,		Changes in percent
	2022	2021	
Total Assets	375.5	333.6	13%
Liquidity Investments	76.3	67.9	12%
Loans outstanding and disbursed	273.4	237.2	15%
Percentage in the CIRR-system	34%	37%	

Total assets increased by 13 percent compared to the end of 2021. The Company's increased customer lending, together with a weaker Swedish krona, drove the increase in the Company's assets.

#### New lending (offers accepted)

Skr billion	As of December 31,	
	2022	2021
Lending to Swedish exporters <sup>(A)</sup>	50.3	25.1
of which CIRR-system	—	—
Lending to exporters' customers <sup>(B)</sup>	82.9	51.9
of which CIRR-system	29.5	11.8
<b>Total</b>	<b>133.2</b>	<b>77.0</b>

(A) Of which Skr 6.2 billion (year-end 2021: Skr 2.6 billion) had not been disbursed at period end.

(B) Of which Skr 28.6 billion (year-end 2021: Skr 18.6 billion) had not been disbursed at period end.

The increase in lending compared with the previous year is attributable to the extraordinarily high levels of new lending in 2022, which was primarily the result of high demand for working capital finance from large and medium-sized Swedish exporters, but also from increased demand for major export credits.

#### Binding offers outstanding of lending

Skr bn	As of December 31,	
	2022	2021
Volume of binding offers outstanding	—	1.5
CIRR loans as percentage of volume of binding offers outstanding	—	100%

Commitments of undisbursed loans amounted to Skr 75.4 billion in 2022 (year-end 2021: Skr 53.9 billion).

#### Counterparty Risk Exposures

Credit exposures have increased to central governments and corporates, which is mainly due to new lending in the form of larger export credits that are guaranteed by EKN as well as increased lending to Swedish exporters.

## Total counterparty exposure

Counterparty Risk Exposures in Skr bn	As of December 31,	
	2022	2021
Central governments	227.3	185.5
Regional governments	23.3	15.3
Multilateral development banks	6.5	3.0
Public sector entity	2.1	5.4
Financial institutions	33.6	41.2
Corporates	145.4	122.1
<b>Total counterparty exposure</b>	<b>438.2</b>	<b>372.5</b>

## Other exposures and risks

SEK's hedging transactions are expected to be effective in offsetting changes in fair value attributable to hedged risks. The determination of the gross value of certain items in the statements of financial position, particularly derivatives and unsubordinated liabilities, which effectively hedge each other, requires complex judgments regarding the most appropriate valuation technique, assumptions and estimates. If different valuation models or assumptions are used, or if assumptions change, a different result may arise. Excluding the impact on the valuation of spreads on SEK's own debt and basis spreads (which can be significant), such changes in fair value would generally offset each other, with little impact on the value of net assets.

SEK maintains a conservative policy with regard to market risk exposures, primarily consisting of interest rate risks and currency risks. For quantitative and qualitative information about risks and exposures, see Note 26 Risk Information and Note 30 Risk and capital management.

## Results of Operations

### Net interest income

Skr bn, average	2022	2021	%
Total loans	255.3	234.5	9%
Liquidity investments	72.1	63.5	14%
<b>Interest-bearing assets</b>	<b>338.0</b>	<b>314.2</b>	<b>8%</b>
<b>Interest-bearing liabilities</b>	<b>310.6</b>	<b>291.2</b>	<b>7%</b>

Net interest income amounted to Skr 2,179 million (2021: Skr 1,907 million), representing an increase of 14 percent compared to the previous year. During the year, a high new lending rate, rising interest rates in Swedish kronor and a weaker Swedish krona contributed to higher interest income. On January 1, 2022, a new risk tax on credit institutions was introduced in Sweden. Net interest income was negatively affected by the risk tax amounting to Skr 109 million. The table above shows average interest-bearing assets and liabilities.

### Commission earned and commission incurred

Commission earned and commission incurred amounted to Skr -31 million (2021: Skr -29 million). Commission earned amounted to Skr 3 million (2021: Skr 2 million). Commission incurred amounted to Skr -34 million (2021: Skr -31 million).

### Net results of financial transactions

Net results of financial transactions amounted to Skr 69 million (2021: Skr 56 million). The year has been volatile with large movement in the financial markets. The results were mainly attributable to unrealized value changes of financial instruments from cross-currency basis spreads, increased credit spreads in the liquidity portfolio and increased interest rates.

## Operating expenses

Skr mn	2022	2021	%
Personnel expenses	-402	-359	12%
of which provision to the EIS	-7	—	
Other administrative expenses	-216	-231	-6%
Depreciation and impairment of non-financial assets	-94	-80	18%
<b>Total Operating expenses</b>	<b>-712</b>	<b>-670</b>	<b>6%</b>

Operating expenses increased by 6 percent compared to the previous year. The increase in operating expenses is mainly due to increased personnel and depreciation costs. A provision of Skr 7 million was made for the individual variable remuneration program (2021: -).

## Depreciation and impairment of non-financial assets

Depreciation and impairment of non-financial assets amounted to Skr -94 million (2021: Skr -80 million), which was an increase of 18 percent compared to the previous year.

## Net credit losses

Net credit losses amounted to Skr -34 million (2021: Skr 41 million). Net credit losses were mainly attributable to increased provisions for expected credit losses for exposures in stage 1 and stage 3, offset by recovered credit losses, as well as decreased provisions for expected credit losses for exposures in stage 2.

SEK's IFRS 9 model is based on a business cycle parameter. The business cycle parameter reflects the general risk of default in each probability of default (PD) segment and should reflect the general risk of default in the economy. Due to the current macroeconomic uncertainty, SEK has made an overall adjustment according to management's assessment.

Loss allowances as of December 31, 2022, amounted to Skr -223 million compared to Skr -164 million as of December 31, 2021, of which exposures in stage 3 amounted to Skr -70 million (year-end 2021: Skr -48 million). The provision ratio amounted to 0.06 percent (year-end 2021: 0.06 percent).

## Taxes

Tax costs amounted to Skr -305 million (2021: Skr -271 million), of which Skr -304 million (2021: Skr -272 million) consisted of current tax and Skr -1 million (2021: Skr 1 million) consisted of deferred tax. The effective tax rate amounted to 20.7 percent (2021: 20.8 percent), compared to the nominal tax rate for 2022 of 20.6 percent (2021: 20.6 percent).

## Operating and net profit

Operating profit amounted to Skr 1,471 million (2021: Skr 1,305 million). Net profit amounted to Skr 1,166 million (2021: Skr 1,034 million). The higher net profit compared to the previous year was primarily the result of a Skr 272 million higher net interest income. The difference between the years was reduced by increased expenses and increased provisions for expected credit losses in 2022.

## Other comprehensive income

Skr mn	2022	2021
Items to be reclassified to operating profit	-122	—
of which derivatives in cash flow hedges	-122	—
Items not to be reclassified to operating profit	142	0
of which own credit risk	99	-24
of which revaluation of defined benefit plans	43	24
<b>Other comprehensive income before tax</b>	<b>20</b>	<b>0</b>

Other comprehensive income before tax amounted to Skr 20 million (2021: Skr 0 million). The outcome is explained by a positive result related to the changes in own credit risk due to increased credit spreads, as well as a positive result related to the revaluation of defined benefit plans that were affected by a higher discount rate, offset in part by unrealized losses incurred from derivatives in cash flow hedging due to rising interest rates.

## B. Liquidity and Capital Resources

SEK's policy for liquidity and borrowing risk requires that for all loans outstanding as well as agreed but undisbursed loans, there must be borrowing available through maturity. For CIRR loans, which SEK manages on behalf of the Swedish State, the Company counts its credit facility of Skr 175 billion with the Swedish National Debt Office, as available borrowing. In December 2022, the credit facility was renewed through the end of 2023 by the Swedish Government in order to further enhance the ability to promote the Swedish export industry, of which Skr 35 billion can be used for commercial export financing, which is an increase from Skr 13 billion from previous year. For commercial loans, the Company counts its credit facility of Skr 35 billion, as available borrowing. As a consequence, SEK continues to have a high level of liquid assets and a low borrowing risk. The aggregate volume of funds and equity exceeded the aggregate volume of loans outstanding and loans committed during each future time period. Accordingly, SEK considers all loan commitments to be funded through maturity. As of December 31, 2022, SEK had 3 months of available funds to meet potential disbursements under new lending agreements, as compared to 4 months as of December 31, 2021. See the section titled "Liquidity risk and refinancing risk" in Note 26 to the Consolidated Financial Statements and the liquidity risk discussion in Note 30 to the Consolidated Financial Statements.

### Borrowing

Skr bn	2022	2021
New borrowing	88.5	81.1
Repurchase of own debt	2.8	1.5
Early redemption of borrowing	6.1	0.0

Total new borrowing in 2022 was significantly higher than it was in 2021, which was driven by higher than usual lending volumes.

In 2022, SEK raised borrowings with long maturities, that is, maturities of at least one year, corresponding to Skr 88.5 billion, an increase of Skr 7.4 billion year-on-year. A considerable portion of the long-term borrowing, 92 percent, was conducted in the form of plain vanilla transactions sold to investors worldwide. SEK also issued commercial papers with shorter maturities, corresponding to Skr 71.3 billion in 2022 (2021: Skr 6.4 billion).

SEK's borrowing over the course of the year took place in multiple different currencies across a number of different geographic markets. Europe (other than the Nordic countries) and North America were the largest borrowing markets in 2022.

SEK continues to have high liquidity for new lending and is well prepared to meet the future financing needs of the Swedish export industry. The Group has adequate resources to continue for a period of at least 12 months from the date of approval of the financial statements.

## Debt Maturities

The following table illustrates SEK's debt maturity profile for different types of senior and subordinated debt. Repayments are assumed to occur on the maturity date and reflect nominal amounts.

Skr million	2023	2024	2025	2026	2027	Thereafter	Total
Senior debt	138,976	59,764	56,956	18,635	21,380	30,559	326,270
of which fixed-rate	117,969	49,504	53,084	3,819	19,670	17,021	261,067
of which variable-rate	10,959	3,152	1,061	12,749	1,343	—	29,264
of which formula-based	10,048	7,108	2,811	2,067	367	13,538	35,939
Subordinated debt	—	—	—	—	—	—	—
of which fixed rate	—	—	—	—	—	—	—
of which variable rate	—	—	—	—	—	—	—
<b>Total debt</b>	<b>138,976</b>	<b>59,764</b>	<b>56,956</b>	<b>18,635</b>	<b>21,380</b>	<b>30,559</b>	<b>326,270</b>

### Senior Debt by Category:

The following table illustrates our outstanding senior debt by category.

Skr million	As of December 31,	
	2022	2021
Fixed-rate <sup>(A)</sup>	261,067	217,407
Variable-rate <sup>(A)</sup>	29,264	0
Formula-based <sup>(A)</sup>	35,939	77,593
of which interest rate-linked	16,912	77,168
of which currency-linked	7,864	65
of which equity-linked	10,797	223
of which commodity-linked	366	137
of which credit-linked	—	—
<b>Total senior debt<sup>(B)</sup></b>	<b>326,270</b>	<b>295,000</b>

<sup>(A)</sup> As of December 31, 2022 the interest rate ranges for fixed-rate senior debt and variable-rate senior debt were 0 percent to 10 percent (2021: 0 percent to 9 percent) per annum respectively. The wide range of interest rates reflects the fact that the debt is issued in many different currencies and with different maturities.

SEK's economic hedges are expected to be effective in offsetting changes in fair values attributable to hedged risks. Certain assets and liabilities in such hedges require complex judgments regarding the most appropriate valuation models and assumptions. The gross values of certain assets and liabilities (primarily derivative and senior securities issued by SEK), which effectively hedge each other, are affected by this complexity. If different valuation models or assumptions were employed instead of those used in the valuations in this report, or if assumptions were changed, this could produce different results regarding the gross value of such securities issued and hedging derivatives. Changes in the fair value of derivatives will usually be offset by changes in fair value of securities issued, and the connected change in the fair value will thus not have a material effect on either results or equity except the impact on valuation of credit spreads on SEK's own debt and basis spreads.

The outstanding volume of debt with remaining maturities of one year or less increased during 2022. At December 31, 2022, outstanding debt with remaining maturities of one year or less amounted to Skr 139 billion, compared with Skr 95 billion at December 31, 2021.

## C. Research and Development, Patents and Licenses

In the ordinary course of business, the Group develops new products and services across each of its business lines.

#### **D. Trend Information**

SEK's future development is based on a number of factors, some of which are difficult to predict and generally beyond the Company's control. Material factors for 2022 are presented below:

- Major events took place in the business environment in 2022 that impacted SEK and its clients. For example, Russia's invasion of Ukraine, high energy and food prices, elevated interest rates, supply chain disruptions, the slowdown in China, reduced purchasing power and considerable financial uncertainty were all factors that contributed to an economic downturn. A weak Swedish krona, especially against USD and EUR, and inflation increased economic uncertainty even if it provided increased traction to Swedish exports. Recovery after the COVID-19 pandemic was replaced by a decline in growth. The geopolitical and macroeconomic factors driving the current business environment impacted companies' risks and opportunities and, in turn also SEK and the demand for SEK's offerings.
- In many countries, transitional work is in progress to adjust to a sustainable future based on the United Nation's 17 Sustainable Development Goals (SDGs). Investments are being directed to the development of new technology, sustainable infrastructure and renewable energy solutions. Swedish companies have often been at the forefront of the development of sustainable solutions. A green technology shift is thereby creating opportunities for Swedish companies to export and contribute to the transition outside of Sweden's borders. The climate transition requires capital and the investment horizon is often very long. SEK is one of the players contributing with financing to investments both in Sweden and internationally where product offerings from Swedish companies form part of the solution. There is a significant need for transition in sectors such as transportation and energy, sustainable urban development and fossil-free energy production. Over the course of the year, SEK increased its focus on financing this transition in Sweden and internationally.
- During 2022, SEK worked together with other export promotion agencies on the Swedish government's Team Sweden initiative. SEK also worked with other government export promotion agencies to improve the communication with companies, especially in providing information on the Swedish export credit system.
- During the year, credits were granted for 12 larger international projects where SEK conducted separate sustainability reviews in line with international guidelines for export credits. In 2022, new lending that qualified for classification as green loans, as per SEK's definition, amounted to Skr 7.4 billion (2021: Skr 11.5 billion).

For additional information on the trends affecting SEK and the risks it faces, see the discussions elsewhere in this Item 5 (including under "Assets and Business Volume" above) and the "Risk Factors" in Item 3.

#### **ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES**

The Board is responsible for the management of the Parent Company.

The Parent Company's Articles of Association currently provide that the Board shall consist of six to eight directors. The State, as holder of all the shares, elects the directors. The Chairman of the Board is appointed at each Annual General Meeting. The Board may appoint a Vice Chairman of the Board.

The Board meets at least six times a year.

The members of the Board are elected at each Annual General Meeting to serve for a term of one year, which expires at the next Annual General Meeting. An Annual General Meeting is required to be held not later than June 30 of each year.

Certain information with respect to the Parent Company's directors and executive officers is set forth below. Unless otherwise indicated, such information is given as of the date of this report.

## A. Directors and Senior Management

### Board of Directors and Executive Officers

Name	Age	Position
Lennart Jacobsen	56	Chairman of the Board and Director
Håkan Berg	67	Director
Anna Brandt	60	Director
Paula da Silva	62	Director
Reinhold Geijer	68	Director
Hanna Lagercrantz	51	Director
Katarina Ljungqvist	58	Director
Eva Nilsagård	57	Director
Magnus Montan	50	Chief Executive Officer
Karl Johan Bernerfalk	50	General Counsel, Head of Legal and Procurement
Pontus Davidsson	52	Head of International Finance
Stefan Friberg	54	Chief Financial Officer
Theresa Hamilton Burman	60	Chief Credit Officer
Jens Hedar	48	Head of Client Relationship Management
Jan Hoppe	41	Chief Risk Officer
Jenny Lilja Lagercrantz	50	Head of Human Resources
Tomas Nygård	53	Chief Information Officer
Susanna Rystedt	58	Head of Strategy, Business Development and Communication
Maria Simonson	48	Chief Sustainability Officer

### A1. The Board

Mr. Jacobsen was appointed director in March 2021, and Chairman of the board of directors in March 2022. He is currently Chairman of the board of directors at Careium AB and Playground Group AB. He is also a member of the board of directors of Swedbank Robur Fonder AB and Oryx Holding AB. He has previously served as Executive Vice President, Country Senior Executive Sweden and Head of Retail Banking at Nordea Bank AB and CEO Nordics of GE Capital Global Banking AB.

Mr. Berg was appointed director in March 2022. He is currently Chairman of the board of directors of Lexly AB. He also currently serves as a board member of ICA Banken AB and AK Nordic AB. He has previously served as a member of Swedbank's Group Executive Committee. He has also held the positions of Head of Stockholm Region, Deputy of Retail Banking, Head of Baltic Banking, Chief Audit Executive and Group Chief Risk Officer at Swedbank.

Ms. Brandt was appointed director in November 2017. She is currently ambassador and permanent representative of Sweden to the OECD and Unesco in Paris. She has previously served as Executive Director and board member of the World Bank, European Bank for Reconstruction and Development (EBRD), and European Investment Bank (EIB), ambassador for Agenda 2030 at Sweden's Ministry for Foreign Affairs and as Sweden's ambassador in Nairobi, Kenya and in Dublin, Ireland.

Ms. da Silva was appointed director in March 2022. She is currently CEO for P27 Nordic Payments Platform AB and Chairman of the board of directors of Bankgirot AB. She has previously served as CEO for SEB Strategic Investments, as Global Head of Transaction Banking at Skandinaviska Enskilda Banken ("SEB") and has also held several leading positions for SEB in Latin America and the United States.

Mr. Geijer was appointed director in March 2017. He is currently a member of the board of directors of BTS Group AB, Eterna Invest AB with associated companies and Livförsäkringsaktiebolaget Skandia ömsesidigt. He has previously served as CEO for The Royal Bank of Scotland, Nordic Branch, Nordisk Renting AB and Förenings-sparbanken (Swedbank) and as Executive Vice President at Telia AB. He has also previously worked at Ericsson Radio Systems AB, SSAB Swedish Steel and Weyerhaeuser Integrated Forest Company, United States.



Ms. Lagercrantz was appointed director in March 2019. She is currently Senior Investment director at the Ministry of Finance at the Government Offices of Sweden. She is currently also a board member of Almi AB and Research Institutes of Sweden (RISE) AB. She has previously served as a board member of AO Dom Shvetsii, Fouriertransform AB, LKAB, SBAB, SOS Alarm AB, Swedish Space Corporation (SSC), Svenska Skeppshypotekskassan and Swedfund International AB. She has also previously worked as an equity analyst at SEB, and as a corporate finance executive at UBS AG and S.G. Warburg.

Ms. Ljungqvist was appointed director in March 2022. She is currently Chairman of the board of directors of Ecster AB and a member of the board of directors of Hufvudstaden AB. She has previously worked as Head of the division Handelsbanken Digital and Head of Business Development Sweden and Executive Vice President and Head of Regional Bank Western Sweden Handelsbanken.

Ms. Nilsagård was appointed director in April 2018. She is currently Founder and CEO for Nilsagård consulting AB. She serves as Chairman of the board of directors of Spermosens AB and Diagonal Bio AB. She is also director and Chairman of the audit committees at AddLife AB, Bufab AB, Xbrane Biopharma AB, Hansa Biopharma AB, Nimbus Group AB, Nanexa AB and Irras AB. She is also a board member of eEducation Albert AB and Ernströmgruppen. She has previously served as CFO for Plastal Industri AB, SVP Strategy & Business development Volvo Trucks (EMEA), Vitrolife and VP Finance & IT Volvo Penta and has held other senior positions within finance and business development at Volvo, AstraZeneca Group and SKF.

## **A2. Management – Executive Officers**

Mr. Montan has been CEO since 2021. He also currently holds a position as the Founding Partner at RRM Capital since January 2020. He has held several positions within Nordea between 2014 and 2019; Nordic Head of Business Banking (2016-2019) and Nordic Head of Commercial & Business Banking Strategy & Development (2014-2016). Prior to that he held several positions within HSBC in Europe, Asia and Latin America between 1996 and 2014; Managing Director & Regional Head of Global Trade & Receivables Finance, Latin America (2012-2014), Director & Head of International Business & COO, China (2009-2012), Director & Head of International Business Strategy, Asia Pacific (2008-2009), Director & Head of Multinational Companies, South Korea (2005-2007), Associate Director & Financing & Risk Advisory, Asia Pacific (2004-2005), Relationship Executive Debt Recovery & Restructuring, Asia Pacific (2002-2004), Chief Operating Officer, Uruguay (2001-2002), Relationship Manager Corporate Banking, Brazil (1999-2001) and International Manager Trainee Program (1996-1999). In addition, Mr. Montan holds and has held the following positions of trust; member of the board of directors of Majblomman (a Swedish nationwide charity) (2020-current), member of the board of directors of Nordea Hypotek (the Nordea mortgage company) (2019-2022), Assets & Liabilities Committee (ALCO), Nordea Group (2015-2019), Business Ethics & Values Committee (BEVC), Nordea Group (2015-2019), Risk Committee (RICO), Nordea Group (2015-2017) and International Branches Board, Nordea Group (2015-2019).

Mr. Bernerfalk has been General Counsel since 2015 and Head of Legal and Procurement since 2022. Previously he was Head of Legal Lending from 2007-2015. Prior to that he served as legal counsel of SBAB and before that he worked as legal counsel with leading Swedish law firms.

Mr. Davidsson has been Head of International Finance since 2022. Previously he was the Executive Director of Global Banking at Standard Chartered Bank since 2016. He was also a Senior Relationship Manager of Capital Markets & Treasury Solutions at Deutsche Bank from 2009-2016 and Head of Export & Project Finance for the Nordic Region at BNP Paribas from 2006-2009. In addition, he held the position of Vice President of Structured Trade & Export Finance at Deutsche Bank from 2001-2006 and Vice President of Export & Project Finance at Swedbank from 1998-2001.

Mr. Friberg has been CFO since 2019. He had previously worked as Executive Director, Chief Risk Officer (“CRO”) since May 2015. Before working at SEK, he was Head of Market Risk control from 2008 and Head of Group Risk Control from 2013 at SEB. Prior to that he served as Head of Credit Portfolio Management at SEB from 2006. In addition he held various positions in trading within SEB and Nordea, primarily in derivatives trading, from 1996-2006.

Ms. Hamilton Burman has been Chief Credit Officer since 2015. Previously she held several positions within Swedbank e.g. Regional Credit Manager, Head of Corporate Banking, Head of Credit Analysis. In addition she has been a director representing Swedbank in several of its subsidiaries such as Swedbank Financial Services AB, Swedbank Card Services AB and some partly owned saving banks and the credit bureau UC AB.

Mr. Hedar has been Head of Client Relationship Management since 2021. Previously he held several positions within SEK, including Head of Large Corporates from 2018-2021-, and Senior Director and Head of Large Corporates, Director, Senior Client Executive and Senior Manager of the Financial Advisory business from 2007-2018. Prior to that he served in various capacities in Boliden Mineral AB, Outokumpu Oyj and AvestaPolarit AB.

Mr. Hoppe has been Chief Risk Officer since January 2023. He has previously held several positions within the Nordea Group, such as Chief Risk Officer at Nordea Hypotek (the Nordea mortgage company) since 2020 and, prior thereto, he held various positions with responsibility for the credit risk framework, pricing models and allocation of economic capital.

Ms. Lilja Lagercrantz has been Chief Human Resources Officer since 2022. Previously she was Executive Vice President & Head of Human Resources at AFRY AB since 2021. Prior to that she was Senior Vice President & Head of Human Resources at Bonava AB from 2016 and Senior Vice President Human Resources at NCC AB Business Area Housing from 2012. She was also a Human Resources Business Partner at SKANDIA - Bank & Insurance from 2008-2012 and served in various capacities at NASDAQ OMX AB since 1999. Prior to that she was an organizational consultant at Vitagruppen AB from 1996-1999.

Mr. Nygård has been Chief Information Officer since 2022. Previously he was Chief Technology Officer at Fintech Startup since 2021. Prior to that he was Business Information Officer at Skandia from 2019-2021. Prior to that he was CIO & Head of Online Trading & Advice IT, CIO, Head of SWO IT/SAC IT, CIO, Head of Savings & Financial Planning IT and Senior Executive Advisor, SWO IT at Nordea from 2013-2019. Prior to that he was Key Account Manager & Senior Project Manager and Project Manager at Cinnober Financial Technology AB from 2007-2013. Prior to that he served in various capacities at HiQ from 2000-2007, at G2 Solutions from 1998-2000 and at Volvo from 1995-1998.

Ms. Rystedt has been Head of Strategy, Business Development and Communication since 2021. She had previously worked as Head of Business Development, Business Support and Transformation from January 2019-2021, and Chief Administrative Officer from March 2009-2019. Prior to that, she served as Head of Business Development & IT at SEB Life beginning in 2005. From 2002 to 2005, she served as Head of IT at SEB Trygg Liv, and before that she served in other capacities at SEB Trygg Liv and Enskilda Securities and as a member of the Group Staff within the SEB Group, beginning in 1990.

Ms. Simonson has been Chief Sustainability Officer since April 2022. She previously held several positions at Danske Bank Group beginning in 2001, such as Head of Group Sustainability from 2019-2022 and Head of Societal Impact & Sustainability SE from 2017-2019. Prior to that she served in various capacities within Danske Bank Sweden Branch, including in the debt origination group within structured loans.

## B. Compensation

Remuneration, Skr mn	2022	2021	2020
Aggregate remuneration of all directors and executive officers as a group <sup>1</sup>	31.3	32.9	32.2
Chairman of the Board	0.6	0.6	0.6
Each director <sup>2</sup>	0.0-0.3	0.0-0.3	0.0-0.3
CEO <sup>3</sup>	5.5	5.6	5.3
Other executive officers of the Parent Company <sup>4</sup>	23.6	25.3	24.8
Pension plan with an insurance company on behalf of all executive officers	8.4	9.0	8.6

<sup>1</sup>In the form of salaries, fees and other benefits in the case of executive officers. In the form of fees and other benefits in the case of directors.

<sup>2</sup>Since April 29, 2010, remuneration is not paid from the Company to the representatives on the Board who are employed by the owner, the Swedish State.

<sup>3</sup>Remuneration and other benefits. The CEO did not receive any variable compensation.

<sup>4</sup>Remuneration and other benefits.

For information on amounts set aside or accrued by SEK to provide employee pension benefits, see also Note 5 to the Consolidated Financial Statements.

## **C. Board Practices**

### **Activities and Division of Responsibility within the Board**

The Board is responsible for the organization and the administration of SEK's affairs in which sustainability forms an integral part. The Board is also tasked with ensuring that the Company's financial statements, including sustainability reporting, are prepared in accordance with legislation, applicable accounting standards and other requirements. The Board must continually assess SEK's financial position and ensure that SEK is structured in such a way that its accounting, management of funds and SEK's other financial circumstances are governed by satisfactory controls. The Board adopts the operating targets and strategies for the operations, and issues general internal regulations in policies and instructions. The Board ensures that an efficient system is in place to monitor and control SEK's operations. In addition, the Board is tasked with appointing, and dismissing if necessary, the CEO and the Chief Risk Officer, and deciding on the remuneration of these individuals and other members of executive management.

The Board's work follows its rules of procedure and the Board's rules of procedure are adopted each year at the statutory Board meeting. The Board met on 11 occasions in 2022. The CEO attends all Board meetings except those addressing matters in which there is a conflict of interest, such as when evaluating the CEO's work or determining the CEO's compensation.

The Board's rules of procedure govern such matters as reporting to the Board, the frequency and form of the meetings of the Board, and delegation and assessment of the work of the Board and the CEO. In addition to this, the Board monitors financial developments and has ultimate responsibility for internal control, compliance and risk management.

The Board is responsible for a well thought-out and firmly established policy and strategy for dealing with respect for the environment, social responsibility, human rights, corruption as well as equal opportunities and diversity.

The Chairman of the Board leads the work of the Board and is responsible for ensuring that the other members of the Board are provided with the necessary information.

When required, the Chairman of the Board participates in important meetings and represents the Company in ownership matters. The tasks of the Chairman of the Board conform to applicable legislation and the rules of procedure of the Board. Auditors are invited to participate at meetings of the Board at least once a year. The auditors appointed by the Annual General Meeting have attended one of the meetings of the Board. The General Counsel acts as secretary to the Board.

The Board has established a credit committee (the body that deals with credit-related matters), a finance and risk committee (the body that deals with other financial matters besides those relating to credits as well as risk issues), an audit committee (the body that deals with the Company's financial reporting, internal control, etc.) and a remuneration committee (the body that deals with certain remuneration matters). Besides the Board committees and the work for which the Chairman is responsible, work is not divided within the Board.

### **Appointing the Board and Auditors**

The nomination procedure for Board members complies with the State's ownership policy and was during 2022 conducted and coordinated by the Division for State-owned enterprises at the Swedish Ministry of Enterprise and Innovation. Starting in 2023, the responsibility to nominate members of the board of directors of SEK will fall within the Ministry of Finance. For each enterprise, the expertise required is analyzed on the basis of the enterprise's operations, situation and future challenges, board composition and board evaluations performed by the Ministry of Enterprise and Innovation. As part of its work in the board nomination process, the Government Offices also conducts its own ongoing evaluation of the boards of all State-owned enterprises. Any recruitment need is then determined, and recruitment work is begun. The State's ownership policy sets out that the government seeks to achieve an even gender balance and the target is a minimum of 40 percent board representation for both women and men. Boards with six to eight directors elected by the general meeting of shareholders must include at least three persons of each gender. Directors are to be selected from a broad recruitment base with the aim of utilizing the expertise of women and men, as well as of individuals with various backgrounds and experience. Discrimination associated with gender, transgender identity or expression, ethnic affiliation, religion or other belief, disability, sexual orientation preference or age is prohibited.

SEK carries out a suitability assessment of Board members and senior executives pursuant to the regulatory framework issued by the European Banking Authority (the “EBA”). SEK’s assessment of potential new Board members is based on the owner (the Swedish State) having identified the candidate in question according to a job specification. The owner is informed of the outcome following SEK’s assessment. Thereafter, SEK reports the candidate to the Swedish Financial Supervisory Authority for its assessment and validation of the candidate. When the procedure is complete, the nominations are disclosed publicly in accordance with the provisions of the Swedish Corporate Governance Code. The terms of the Board members’ engagement do not provide for benefits upon an early termination of engagement or resignation.

The 2022 Annual General Meeting elected Öhrlings PricewaterhouseCoopers AB as auditor of the Company, with auditor authorized public accountant Anneli Granqvist as principal auditor and authorized public accountant Peter Sott as co-signing auditor.

#### **Policy documents**

In 2022, SEK’s Board and committees adopted the following policies and instructions:

##### **Document**

- The Board’s rules of procedure
- Instruction for the CEO
- Instruction for the Internal Audit function
- Instruction for the Compliance function
- Instruction for the Chief Risk Officer, CRO
- Risk Policy
- Credit Policy
- Credit Instruction
- Anti-corruption Policy
- Policy of Sustainable Financing
- Information Security Policy
- Accounting Instruction
- HR Policy (incl. policies for work environment, diversity and remuneration)
- Code of Conduct
- Code of Conduct for Suppliers

#### **Board’s work during the year**

The Board’s work during 2022 was greatly impacted by the global challenges taking place during the year, such as the war in Ukraine, global inflation, increasing energy prices, increasing interest rate increases and volatile currency movements. The capital markets were also volatile throughout the year, which resulted in the Board paying extra attention to the management of borrowing and capital issues. New global security issues, specifically in relation to cybersecurity, arose as a result of the war in Ukraine, and the Board focused on strengthening the cyber security of SEK. During the year, the Board resolved on a number of credit decisions, of significant importance for the Company, such as credit decisions in relation to defense related transactions. This year’s strategy meeting was primarily focused on the long-term business plan until 2030. At the end of the year, the Board resolved to appoint Jan Hoppe as the new Chief Risk Officer.

In 2022, the Board continued to place a heavy focus on culture and sustainability topics. The Company’s work to establish a clear and strong performance culture has been discussed by the Board, both in terms of defining what it means, but also following up on the activities undertaken with the aim of changing the culture. In terms of sustainability work, the Board and executive management teams of EKN and SEK held joint meetings during the year to discuss collaboration, with a focus on establishing common ground for how sustainability topics should be addressed. Much of the Board training that was completed in 2022 was focused on sustainability issues. During the year, SEK’s Board also implemented a new anti-corruption policy.

#### **Quality assurance of financial reporting**

To ensure correct and reliable financial reporting, SEK has developed a management system for financial reporting based on the Committee of Sponsoring Organizations of the Treadway Commission (COSO) framework for internal control (2013 version). This internal control framework is divided into five components: Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring Activities.

## **Evaluation of the work of the Board and the CEO**

A separate assessment of the work of the Board and CEO is carried out once a year under the leadership of the Chairman. The results of this assessment were reported to the Board and, by the Board's Chairman, to the owner. An evaluation is also performed by the owner in conjunction with the nomination of directors. The evaluation for 2022 was conducted with particular focus on the assessment that is to be made of the Board's suitability as a group in accordance with the guidelines issued by the EBA.

## **The Board Committees**

The Board has established the following committees: Credit Committee, Finance and Risk Committee, Remuneration Committee and Audit Committee. The Board's rules of procedure include establishing annual instructions for all of its committees. The minutes from each committee are reported at meetings of the Board by the respective committee's chairman.

### **Credit Committee**

Reinhold Geijer (Chairman), Paula da Silva, Lennart Jacobsen and Katarina Ljungqvist.

- Ensure the Board's involvement in decision-making regarding credit risks.
- Prepare matters relating to credits and credit decisions that are of fundamental or otherwise significant importance to the Company, and also to make decisions regarding credits in accordance with the delegation rules determined by the Board, where sustainability aspects are implicated.

### **Finance and Risk Committee**

Håkan Berg (Chairman), Paula da Silva, Hanna Lagercrantz and Katarina Ljungqvist.

Ensure that the Company can identify, measure, manage, report internally and control the risks to which it is or can be expected to be exposed.

- Prepare matters pertaining to general policies, strategies and risk appetite in all risk and capital-related issues where sustainability risk is a component, as well as regarding overall issues concerning the Company's financial operations.
- Set limits for such risk and capital-related matters that the Board delegates to the Committee to determine, and to establish measurement methods and limits concerning market and liquidity risk, in addition to models for valuing financial instruments.

### **Remuneration Committee**

Lennart Jacobsen (Chairman), Reinhold Geijer, and Hanna Lagercrantz.

- Prepare matters relating to employment terms and conditions, salaries, pensions and other benefits for the CEO and the executive management, and general issues relating to salaries, pensions and other benefits.
- Prepare proposals regarding the remuneration policy for decision by the Board.
- Prepare proposals on salaries for other individuals in management positions for whom the Board determines the terms of remuneration.
- Evaluate compliance with the Annual General Meeting's resolutions on remuneration.

## Audit Committee

Eva Nilsagård (Chairman), Håkan Berg and Anna Brandt.

- Monitor the Company's financial reporting and submit recommendations and proposals aimed at assuring the reliability of the Company's reporting.
- Monitor the efficiency of the Company's internal control, internal audit and risk management in terms of the financial reporting.
- Evaluate the audit process and inform the Board of the results and, through the Chairman of the Board, inform the Company's owner about the results of the evaluation.
- Keep informed about the audit of the annual accounts and the consolidated financial statements, as well as the conclusions of the Supervisory Board of Public Accountants' quality control.
- Assist in the preparation of proposals regarding the selection of auditors for resolution by the Annual General Meeting.

## Attendance at Board and committee meetings in 2022

	Total	Board of Directors	Remuneration Committee	Finance and Risk Committee	Credit Committee	Audit Committee
Number of meetings	44	11	3	8	16	6
Lennart Jacobsen <sup>1</sup>	29	11	3	0	13	2
Håkan Berg <sup>2</sup>	17	7	0	6	0	4
Anna Brandt <sup>3</sup>	18	11	0	0	3	4
Paula da Silva <sup>4</sup>	18	8	0	3	7	0
Reinhold Geijer	29	11	3	0	15	0
Hanna Lagercrantz	22	11	3	8	0	0
Hans Larsson <sup>5</sup>	7	3	0	2	0	2
Lars Linder-Aronson <sup>6</sup>	10	3	2	2	3	0
Katarina Ljungqvist <sup>7</sup>	26	7	0	6	13	0
Eva Nilsagård <sup>8</sup>	20	11	0	0	3	6

<sup>1</sup> Lennart Jacobsen was elected as the Chairman of the Board of Directors, and as the Chairman of the Remuneration Committee, and stepped down as a member of the Audit Committee on March 24, 2022.

<sup>2</sup> Håkan Berg was elected as a member of the Board of Directors, and as a Chairman of the Finance- and Risk Committee and as a member of the Audit Committee on March 24, 2022.

<sup>3</sup> Anna Brandt was elected as a member of the Audit Committee and stepped down as a member of the Credit Committee on March 24, 2022.

<sup>4</sup> Paula da Silva was elected member of the Board of Directors, as member of the Finance- and Risk Committee and Credit Committee on March 24, 2022.

<sup>5</sup> Hans Larsson stepped down from the Board of Directors, Finance- and Risk Committee and the Audit Committee on March 24, 2022.

<sup>6</sup> Lars Linder-Aronson stepped down from the Board of Directors, Remuneration Committee, Finance- and Risk Committee and Audit Committee on March 24, 2022.

<sup>7</sup> Katarina Ljungqvist was elected member of the Board of Directors, member of Finance- and Risk Committee and member of Credit Committee on March 24, 2022.

<sup>8</sup> Eva Nilsagård stepped down as a member of Credit Committee March 24, 2022.

**D. Employees**

	2022	2021	2020
Average employees	266	256	248
of which female	132	127	123
of which male	134	129	125
Employees at year-end	283	264	253

The total number of employees is small in relation to the volume of lending because the number of lending transactions is relatively small and the administration and documentation of loans are in many cases handled by the banks participating in the transactions. The Group has not experienced any strikes or labor disputes and considers its employee relations to be strong.

For more information, see "Personnel Expenses" in Note 5 to the Consolidated Financial Statements.

Members of the Board, the CEO, and other executive officers have no share ownership in the Parent Company or Subsidiary and no options have been granted to them with respect to the Parent Company's shares. There are no arrangements for involving the employees in the capital of the Parent Company, including any arrangement that involves the issue or grant of options, shares or securities of the Parent Company.

**E. Share Ownership**

None.

**F. Disclosure of a registrant's action to recover erroneously awarded compensation**

Not applicable.

**ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS****A. Major Shareholders**

As of December 31, 2022, the total number of shares outstanding was 3,990,000. Since June 30, 2003, the Swedish State has been the sole (100 percent) owner of SEK. The State owns all of the Company's shares.

The following table sets forth the share ownership of the Parent Company:

Shareholder	Ownership%	Number of shares
Kingdom of Sweden	100	3,990,000

**Ownership and governance**

SEK is owned by the Swedish State. The State exerts its influence at the Parent Company's general meetings and through representation on the Board.

The governance of SEK is divided between the shareholder, the Board and the CEO, in accordance with the Swedish Companies Act, the Articles of Association, and the Board's procedural rules. The Board appoints the CEO, who conducts ongoing management in accordance with the Board's guidelines and instructions.

The State as shareholder has decided that State-owned companies should observe the Swedish Corporate Governance Code.

## **B. Related party transactions**

SEK defines related parties for the Consolidated Group as:

- the shareholder, i.e., the Swedish State
- companies and organizations that are controlled through a common owner, the Swedish State
- key management personnel
- other related parties

The Swedish State owns 100 percent of the Company's share capital. By means of direct guarantees extended by the Swedish National Debt Office and the Swedish Export Credits Guarantee Board, EKN, 43 percent (year-end 2021: 44 percent) of the Company's outstanding loans on December 31, 2022, were guaranteed by the State. The remuneration to EKN for the guarantees paid by SEK during 2022 amounted to Skr 46 million (2021: Skr 45 million). SEK administers, for compensation, the CIRRR-system and the State's related concessionary credit program, see Note 1(f) and Note 24 to the Consolidated Financial Statements.

SEK has a Skr 175 billion (2021: Skr 200 billion) credit facility with the Swedish National Debt Office. The credit facility can be used for loans covered by the CIRRR-system up to Skr 162 billion (2021: Skr 180 billion), and for commercial export financing up to Skr 13 billion (2021: Skr 15 billion). During the first quarter of 2022, SEK repaid the drawdown of Skr 10 billion that was made from the credit facility during the first quarter of 2020. In December, 2022, the credit facility was extended with Skr 175 billion through the end of 2023, of which Skr 35 billion can be used for commercial export financing.

SEK enters into transactions in the ordinary course of business with entities that are partially or wholly-owned or controlled by the State. SEK also extends export credits (in the form of direct or pass-through loans) to entities related to the State. Transactions with such parties are conducted on the same terms (including interest rates and repayment schedules) as transactions with unrelated parties.

Key management personnel include the following persons:

- Members of the Board
- The President and CEO
- Other members of the executive management

For information about remuneration and other benefits to key management personnel see Note 5, "Personnel expenses" to the Consolidated Financial Statements.

Other related parties include close family members of key management personnel as well as companies which are controlled by key management personnel controlled by close family members to key management personnel.

See also Note 27 to the Consolidated Financial Statements for further details on related-party transactions.

## **C. Interests of Experts and Counsel.**

Not applicable.

## **ITEM 8. FINANCIAL INFORMATION**

### **A. Consolidated Statements and Other Financial Information**

See Item 18, "Financial Statements."



## Legal Proceedings

There are no material pending or, to the Group's knowledge, threatened, legal or governmental proceedings to which the Group is or would be a party or to which any of its property is or would be subject.

## Dividend Policy

The Board resolved for each year, as listed in the table below, that the corresponding amount was to be paid to the sole shareholder, the Swedish State, in relation to the fiscal year of each such year.

	In relation to the respective years		
	2022	2021	2020
Dividend	Skr 233 mn	Skr 414 mn	Skr 290 mn
-of which per share	Skr 58.45	Skr 103.70	Skr 72.78

For additional details regarding equity, see the Consolidated Statement of Equity.

## B. Significant Changes

Except as otherwise disclosed in this report, there has been no significant change in SEK's financial position since December 31, 2022.

## ITEM 9. THE OFFER AND LISTING

### A. Offer and Listing Details

Not applicable.

### B. Plan of Distribution

Not applicable.

### C. Markets

The Parent Company's shares, all of which are owned by the State, are not listed on any exchange in Sweden or outside Sweden.

All issues of SEK's U.S. medium term notes listed on securities exchanges in the United States are set forth on the cover of this Report. Certain global issues of such notes are listed on European exchanges.

	As of December 31, 2022 <sup>1</sup>
Notes listed on European exchanges of which:	
-Listed on the Irish Stock Exchange	2.875% Global Notes due March 14, 2023
	1.750% Global Notes due December 12, 2023
	0.750% Global Notes due April 6, 2023
	Floating Rate Global Notes due May 25, 2023
	0.250% Global Notes due September 29, 2023
	0.500% Global Notes due November 10, 2023
	0.375% Global Notes due March 11, 2024
	0.375% Global Notes due July 30, 2024
	3.625% Global Notes due September 3, 2024
	0.625% Global Notes due October 7, 2024
	0.625% Global Notes due May 14, 2025
	0.500% Global Notes due August 26, 2025
	4.625% Global Notes due November 28, 2025
	Floating Rate Global Notes due August 3, 2026 and
	2.250% Global Notes due March 22, 2027

<sup>1</sup> 4.625% Global Notes due November 28, 2025 were listed after December 31, 2022.

Other issuances of SEK's Medium Term Notes are traded in the over-the-counter market.

#### **D. Selling Shareholders**

Not applicable.

#### **E. Dilution**

Not applicable.

#### **F. Expenses of the Issue**

Not applicable.

### **ITEM 10. ADDITIONAL INFORMATION**

#### **A. Share Capital**

The share capital of the Parent Company shall be not less than Skr 1,500 million and not more than Skr 6,000 million. No shareholder is obliged to make additional capital contributions to the Parent Company solely as a result of being a shareholder.

Shareholders' rights may only be changed by a majority (and in certain cases a qualified majority) of the shares represented at a general meeting of the shareholders. However, all resolutions passed at a general meeting of the shareholders are subject to mandatory provisions under Swedish law (for practical purposes, primarily the Swedish Companies Act). In particular, there are rules protecting minority shareholders and there is a general principle that all shares and shareholders shall be treated equally.

## **Annual General Meeting**

The Annual General Meeting is held once a year not later than six months following the end of the preceding fiscal year. Notices convening an Annual General Meeting or any other general meeting called to resolve upon any amendment of the Articles of Association, shall be issued not earlier than six weeks and not later than four weeks prior to the meeting. Notices convening a general meeting, in cases other than those set forth in the preceding sentence, shall be issued not earlier than six weeks and not later than three weeks prior to the meeting. Each person entitled to vote at an Annual General Meeting shall have the right to vote all the shares owned and represented by that person. There are no restrictions on the rights of non-Swedish nationals to own shares or vote their shares at the Annual General Meeting.

Swedish law provides that, in matters other than elections, resolutions are passed by a simple majority of the votes cast, except that (among other exceptions):

- a resolution to amend the Articles of Association (except as described in the following paragraphs) requires a majority of at least two-thirds of the votes cast as well as at least two-thirds of the shares represented at the meeting;
- a resolution to amend the Articles of Association that reduces any existing shareholder's rights to profits or other assets, restricts the transferability of issued shares or alters the legal relationship between issued shares, normally requires the unanimous approval of the shareholders present or represented at the meeting and representing at least nine-tenths of all shares issued; and
- a resolution to amend the Articles of Association for the purpose of limiting the number of shares which a shareholder may vote at an annual general meeting normally requires the approval of shareholders representing at least two-thirds of the votes cast and at least nine-tenths of the shares represented at the meeting.

In elections, the person receiving the most votes is deemed to have been elected.

## **B. Memorandum and Articles of Association**

Set forth below is a brief summary of certain significant provisions of the Parent Company's Articles of Association and Swedish law. This description does not purport to be complete and is qualified by reference to the Articles of Association, which are incorporated by reference, as an exhibit to this annual report.

### **Registration**

The Parent Company's registry number with the Swedish Company Registry (Sw. Bolagsregistret) of the Swedish Companies Registration Office (Sw. Bolagsverket) is 556084-0315.

### **Purpose**

Under Article 3 of the Articles of Association, the Parent Company's objective is to engage, on commercial grounds, in Swedish and international financing activities in accordance with the Swedish Banking and Financing Business Act (2004:297) in order to promote activities of Swedish interest, directly or indirectly related to the Swedish export industry, including Swedish infrastructure, and further to otherwise strengthen the internationalization and competitiveness of Swedish industry. The Parent Company's financing activities include, but are not limited to: (i) borrowing funds, for example by accepting deposits from the general public or issuing bonds or other comparable debt instruments; (ii) granting and intermediating loans, for example in the form of loans secured by charges over real property or claims; (iii) issuing guarantees and assuming similar obligations; (iv) the holding of securities and the conduct of trading in securities; and (v) engaging in securities operations in accordance with the Swedish Securities Market Act (2007:528).

### **Certain Powers of Directors**

Under the Swedish Companies Act (2005:551), the Board is ultimately responsible for the Parent Company's organization and the management of its affairs.

All members of the Board shall, if possible, be given the opportunity to participate in the deliberations relating to a matter and be given sufficient information to do so. A resolution of the Board requires the participation of a majority of the members of the Board and the approval of the higher of (i) a majority of the participating members of the Board and (ii) more than a third of the total number of Board members. However, the Board may delegate the authority to borrow and lend funds on behalf of the Parent Company to the CEO or another employee, acting singly or jointly, provided that such financing transaction does not contravene any fundamental policy of the Parent Company and is not otherwise of great significance to the Parent Company. There are no legal requirements applicable to any member of the Board requiring the ownership of shares in the Parent Company, or requiring retirement at a certain age.

Although the Articles of Association do not address voting by directors on matters in which they are interested, under the Swedish Companies Act, a director may not take part in the Board's deliberations with respect to any of the following:

1. agreements between such director and the Parent Company;
2. agreements between the Parent Company and third parties, where such director has a material interest in the matter that may conflict with the interests of the Parent Company; or
3. agreements between the Parent Company and a legal entity that such director himself, or together with someone else, may represent.

Under the Swedish Companies Act, the Parent Company may not lend funds to shareholders or directors.

Under Swedish law, the CEO and at least half of the Board must be resident in a European Economic Area country unless exempted by the Swedish Companies Registration Office. Under Swedish law, a director's term of office may not be more than four years, but the Parent Company's Articles of Association require one-year terms. A director may, however, serve any number of consecutive terms. Directors elected at a general meeting of the shareholders may be removed from office at another general meeting of the shareholders, and vacancies on the Board, except when filled by a deputy director, may only be filled by a resolution of shareholders. Each year, if not otherwise stipulated in the Parent Company's Articles of Association, one director is elected Chairman of the Board by resolution of the Board (unless elected by the shareholders) at the statutory meeting following the Board's appointment.

#### **C. Material Contracts**

The Parent Company is a party to certain material contracts, as defined in the Instructions to Item 10.C of Form 20-F. Such contracts are either filed with this annual report or incorporated by reference herein. Please see Item 19 herein.

#### **D. Exchange Controls**

There are currently no Swedish exchange control laws or laws restricting the import or export of capital. No approvals are necessary under Swedish law to enable the Group, at the times and in the manner provided in the Group's debt securities and the indentures or other instruments pursuant to which such securities have been issued, to acquire and transfer out of Sweden all the amounts necessary to pay in full the principal of and/or interest on such securities, and any additional amounts payable with respect thereto, and no external approval is required for any prepayment of such securities.

Under Swedish law and the Parent Company's Articles of Association, there are no limitations on the right of non-resident or foreign owners to hold debt securities issued by the Parent Company.

## **E. Taxation**

The following summary outlines certain Swedish tax consequences relating to holders of SEK's debt securities. The summary is based on the laws of Sweden as currently in effect and is intended to provide general information only. The summary does not address, among other things, situations where debt securities are held in an investment savings account (*Sv. investeringssparkonto*), the tax consequences in connection with a relevant authority's exercise of bail-in tools and/or any other powers under the Resolution Act, the tax consequences in connection with any impairment of the debt securities, or the rules regarding reporting obligations for, among others, payers of interest. Investors should consult their professional tax advisors regarding Swedish and other tax consequences (including the applicability and effect of tax treaties for the avoidance of double taxation) of acquiring, owning and disposing of debt securities in their particular circumstances.

### **Holders not tax resident in Sweden**

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

However, if the value of or the return on the debt securities is deemed equity-related for Swedish tax purposes, private individuals who have been residents of Sweden for tax purposes due to a habitual abode in Sweden or a stay in Sweden for six consecutive months at any time during the calendar year of disposal or redemption or the ten calendar years preceding the year of disposal or redemption are liable for capital gains taxation in Sweden upon disposal or redemption of such debt securities. In a number of cases though, the applicability of this rule is limited by the applicable tax treaty for the avoidance of double taxation.

Swedish withholding tax, or Swedish tax deduction, is not imposed on payments of any principal amount or any amount that is considered to be interest for Swedish tax purposes, except for certain payments of interest (and other returns on debt securities) to a private individual (or an estate of a deceased individual) who is resident in Sweden for Swedish tax purposes (see "Holders tax resident in Sweden" below).

### **Holders tax resident in Sweden**

In general, for Swedish corporations and private individuals (and estates of deceased individuals) with residence in Sweden for Swedish tax purposes, all capital income (for example income that is considered to be interest for Swedish tax purposes and capital gains on debt securities) will be taxable. Specific tax consequences may be applicable to certain categories of corporations, for example life insurance companies. Moreover, specific tax consequences may be applicable if, and to the extent that, a holder of debt securities realizes a capital loss on the debt securities and any currency exchange gains or losses.

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

## **F. Dividends and Paying Agents**

Not applicable.

## **G. Statements by Experts**

Not applicable.

**H. Documents on Display**

The Parent Company files reports and other information electronically with the SEC. For a fee, members of the public may request copies of these documents by writing to the SEC. The SEC maintains an Internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC at <http://www.sec.gov>.

**I. Subsidiary Information**

See Note 1 to the Consolidated Financial Statements.

**J. Annual Report to Security Holders**

Not applicable.

**ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

All information about Quantitative and Qualitative Disclosures about Market Risk are included in Note 26 and Note 30 to the Consolidated Financial Statements.

**ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES**

Please see Exhibit 2.11 to this annual report on Form 20-F.

**PART II**

**ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES**

None.

**ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS**

None.

**ITEM 15. CONTROLS AND PROCEDURES**

**A. Disclosure Controls and Procedures**

Management, including the CEO and the CFO have evaluated the effectiveness of SEK's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") as of December 31, 2022. The Group's disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports the Parent Company files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the applicable rules and forms, and that it is compiled with and communicated to the Parent Company's management, including the CEO and the CFO as appropriate to allow timely decisions regarding required disclosure.

Based upon that evaluation, management, including the CEO and the CFO concluded that the Group's internal control over financial reporting described in the Management's Report on Internal Control over Financial Reporting below, and the Group's disclosure controls and procedures were effective as of December 31, 2022.

**B. Management's Annual Report on Internal Control over Financial Reporting**

Management, including the CEO and the CFO is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of SEK's financial statements for external purposes in accordance with IFRS.

Internal control over financial reporting includes policies and procedures that: (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Group; (ii) provide reasonable assurance that transactions are recorded as necessary to permit the preparation of financial statements in accordance with IFRS; (iii) provide reasonable assurance that receipts and expenditures are being made only in accordance with the authorization of management and directors of the Group; and (iv) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Group's assets that could have a material effect on the financial statements.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness for future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with policies and procedures may deteriorate.

Management, including the CEO and the CFO assessed the effectiveness of SEK's internal control over financial reporting as of December 31, 2022, based on criteria set forth in "Internal Control — Integrated Framework" issued in 2013 by the Committee of Sponsoring Organizations of the Treadway Commission, and using the information contained in the Interpretive Release No.33-8810, "Commission Guidance Regarding Management's Report on Internal Control Over Financial Reporting Under Section 13(a) or 15(d) of the Securities Exchange Act of 1934," issued by the U.S. Securities and Exchange Commission. Management concluded that, as of December 31, 2022, SEK's internal control over financial reporting was effective based on these criteria.

**C. Attestation Report of the Registered Public Accounting Firm**

Because SEK is a "non-accelerated filer", this annual report is not required to include an attestation report of the SEK's registered public accounting firm regarding internal control over financial reporting.

**D. Changes in Internal Control over Financial Reporting**

There have been no changes in the Group's internal control over financial reporting that occurred during the year ended December 31, 2022, that have materially affected, or are reasonably likely to materially affect, SEK's internal control over financial reporting.

**ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT**

The Audit Committee of the Parent Company's Board was established in January 2008. This committee, whose members are Eva Nilsagård (Chairman) (as of March 26, 2020), Håkan Berg (as of March 24, 2022), and Anna Brandt (as of March 24, 2022), has a mandate to, among other things, supervise the Group's financial reporting and review the work of its independent auditors. While the members of the Audit Committee have varying degrees of financial and accounting experience, the committee has not concluded that any of its members is an "audit committee financial expert" within the meaning of the regulations adopted under the Sarbanes-Oxley Act of 2002.

The Parent Company has not found it necessary to designate an audit committee financial expert because the Group is under the supervision of the Swedish FSA. Accordingly, SEK believes that there is the opportunity for meaningful independent review of its financial statements by qualified experts (at the Swedish FSA), in addition to the independent review performed by the Parent Company's external auditor.

**ITEM 16B. CODE OF ETHICS**

The Group has ethical guidelines (the "Code of Conduct") in place that apply to all employees including all executive officers. The guidelines are consistent with, and also in some respects more restrictive than, applicable Swedish regulations. The ethical guidelines are designed to deter wrongdoing and promote:

- honest and ethical conduct, including the ethical handling of actual and apparent conflicts of interest between personal and professional relationships; and
- compliance with applicable governmental laws, rules and regulations.

Although these ethical guidelines do not meet the definition of "code of ethics" in the regulations adopted pursuant to the Sarbanes-Oxley Act of 2002, primarily because they do not specifically address matters relating to the Parent Company's disclosure in reports and documents filed with the SEC and in other public communications, the Parent Company believes that its ethical guidelines are sufficient to regulate the conduct of SEK's executive officers, including its principal executive officer, its principal financial officer and its principal accounting officer. The guidelines have also been specifically designed to comply with relevant Swedish regulations and guidelines (including the Swedish Governance Code), which is why SEK has not attempted to alter them to comply with the Sarbanes-Oxley Act of 2002.

The Code of Conduct is available on SEK's website, [www.sek.se/en/code-of-conduct](http://www.sek.se/en/code-of-conduct). Information available on or accessible through SEK's website is not incorporated herein by reference.



**ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The following table sets forth, for the years ending December 31, 2022 and 2021, the fees billed from the Parent Company's independent auditors, Öhrlings PricewaterhouseCoopers AB.

Skr mn	2022	2021
<b>Öhrlings PricewaterhouseCoopers AB</b>		
Audit fees <sup>1</sup>	9	8
Audit related fees <sup>2</sup>	—	—
Tax related fees <sup>3</sup>	—	—
Other fees <sup>4</sup>	2	3
<b>Total</b>	<b>11</b>	<b>11</b>

<sup>1</sup> Fees related to audit of annual financial statements and reviews of interim financial statements.

<sup>2</sup> Fees charged for assurance and related services that are related to the performance of audit or review of the financial statements and are not reported under (1).

<sup>3</sup> Fees for professional services rendered by the principal independent auditors for tax compliance and tax advice.

<sup>4</sup> Fees for products and services rendered by the principal independent auditors, other than the services reported in (1) through (3) above.

In the financial statements remuneration to auditors is mainly included in Other administrative expenses. No additional fees have been billed by the principal auditors.

See also Item 16G herein for information about corporate governance as it relates to the external auditors of the Parent Company.

**ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES**

Prior to 2008, the Board as a whole comprised the Parent Company's audit committee for the purposes of Rule 10A-3 under the Exchange Act. In January 2008, the Board established a separate Audit Committee, which currently has three directors as members. See Item 6 "Directors, Senior Management and Employees — Board Practices—Committees—Audit Committee." Each of the members of the Board, and thus the Audit Committee, is a representative or designee of the Swedish State. As its sole owner, the Swedish State is an affiliate of the Parent Company. However, no member of the Board is an Executive Officer of the Parent Company. Thus, although no member of the Board or the Audit Committee satisfies the non-affiliate requirement of the independence standard for audit committee members described in Rule 10A-3(b)(1)(ii)(B) under the Exchange Act, the Parent Company relies, as to each member of the Board and the Audit Committee, on the exemption from this requirement for foreign governmental representatives described in Rule 10A-3(b)(1)(iv)(E). The Parent Company does not believe that its reliance on the above exemption materially adversely affects the ability of the Audit Committee to act independently and to satisfy its duties.

**ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS.**

None.

**ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT**

Not applicable.

#### ITEM 16G. CORPORATE GOVERNANCE

As a result of the listing of certain of its debt securities on NYSE ARCA, SEK is subject to Rule 10A-3 under the Exchange Act. Rule 10A-3, with which SEK complies fully, sets out certain requirements with respect to the independence of audit committee members and with respect to audit committees' duties, powers and responsibilities. Rule 10A-3 contains certain exemptions for foreign issuers, however, and SEK avails itself of certain of these exemptions. In particular: (i) as noted in Item 16D above, it relies on Section (b)(1)(iv)(E) of Rule 10A-3 (applicable to audit committee members that are representatives or designees of a foreign government, which all of SEK's audit committee members are) to satisfy the independence requirement set forth in Section (b)(1)(ii)(B) of Rule 10A-3; and (ii) it relies on the "Instructions" accompanying the Rule, which provide that, to the extent that a foreign issuer's home-country legal requirements conflict with the prescriptions of the Rule concerning the duties, powers or responsibilities of audit committees (i.e., due to the assignment of such duties, powers or responsibilities to another corporate body under local law), it is sufficient to allocate to the audit committee advisory powers, or powers and/or responsibilities concerning the making of proposals to the relevant decision-making body. Regarding the foregoing, Section (b)(2) of Rule 10A-3 states that an issuer's audit committee should be directly responsible for the appointment, compensation, retention and oversight of external auditors. Under Swedish law, these powers are reserved to the Parent Company's shareholder. Thus, the charter for SEK's audit committee gives the committee an advisory role (to the shareholder) with respect to the aforesaid (but does not make the committee directly responsible).

#### ITEM 16H. MINING SAFETY DISCLOSURE

Not applicable.

#### ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTION

Not applicable.

### **PART III**

#### ITEM 17. FINANCIAL STATEMENTS

Not applicable.

#### ITEM 18. FINANCIAL STATEMENTS

The Group's Consolidated Financial Statements prepared in accordance with Item 18 of Form 20-F begin on page F-1 of this annual report.

##### Consolidated Financial Statements

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**ITEM 19. EXHIBITS**

- 1.1 [Articles of Association of the Registrant in effect as of the date of this annual report \(filed as Exhibit 1.1 to the Company's Annual Report on 20-F \(No. 001-08382\) for the year ended December 31, 2014 and incorporated herein by reference\).](#)
- 2.1 Indenture, dated as of August 15, 1991, between the Company and J.P. Morgan Trust Company, National Association (as successor in interest to the First National Bank of Chicago) as Trustee, providing for the issuance of debt securities, in one or more series, by the Company (filed as Exhibit 4(a) to the Company's Report of Foreign Issuer on Form 6-K (No. 001-08382) dated September 30, 1991 and incorporated herein by reference).
- 2.2 [First Supplemental Indenture dated as of June 2, 2004 between the Company and J.P. Morgan Trust Company, National Association \(filed as Exhibit 4\(b\) to the Company's Registration Statement on Form F-3 \(No. 333-131369\) dated January 30, 2006 and incorporated herein by reference\).](#)
- 2.3 [Second Supplemental Indenture, dated as of January 30, 2006, between the Company and J.P. Morgan Trust Company, National Association \(filed as Exhibit 4\(c\) to the Company's Registration Statement on Form F-3 \(No. 333-131369\) dated January 30, 2006 and incorporated herein by reference\).](#)
- 2.4 [Third Supplemental Indenture, dated as of October 23, 2008, relating to the Debt Securities \(filed as Exhibit 4 to the Company's Report of Foreign Issuer on Form 6-K dated October 23, 2008 \(No. 001-08382\) and incorporated herein by reference\).](#)
- 2.5 [Fourth Supplemental Indenture, dated as of March 8, 2010, relating to the Debt Securities \(filed as Exhibit 4\(f\) to the Company's Post-Effective Amendment \(No. 333-156118\) to the Company's Registration Statement on Form F-3, filed by the Company on March 10, 2010 and filed as Exhibit 2.8 to the Company's Annual Report on Form 20-F \(No. 001-08382\) for the year ended December 31, 2009, filed by the Company on March 31, 2010 and incorporated herein by reference\).](#)
- 2.6 [Fifth Supplemental Indenture, dated as of November 3, 2020, relating to the Debt Securities \(filed as Exhibit 4\(f\) to the Company's Registration Statement on Form F-3 \(No. 333-249829\) dated November 3, 2020 and incorporated herein by reference\).](#)
- 2.7 [Fiscal Agency Agreement dated April 1, 2022 relating to an unlimited aggregate principal amount of debt securities authorized to be issued under the Company's Unlimited Programme for the Continuous Issuance of Debt Instruments.\\*](#)
- 2.8 [Deed of Covenant dated April 1, 2022 relating to an unlimited aggregate principal amount of securities of SEK authorized to be issued under the Company's Unlimited Programme for the Continuous Issuance of Debt Instruments.\\*](#)
- 2.9 [ASX Austraclear Registry and IPA Services Agreement dated February 29, 2016, as amended on February 15, 2023, relating to an unlimited principal amount of debt securities authorized to be issued under the Company's Australian Dollar Debt Issue Programme.\\*](#)
- 2.10 [Third Note Deed Poll dated 29 February, 2016 relating to an unlimited principal amount of debt securities authorized to be issued under the Company's Australian Dollar Debt Issuance Program \(filed as Exhibit 2.11 to the Company's Annual Report on Form 20-F \(No. 001-08382\) for the year ended December 31, 2017, filed by the Company on February 26, 2018 and incorporated herein by reference\).](#)
- 2.11 [Description of each class of securities registered under Section 12 of the Exchange Act.\\*](#)
- 12.1 [Certifications pursuant to Rule 13a-14\(a\) or Rule 15d-14\(a\) under the Exchange Act.\\*](#)
- 13.1 [Certifications pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.\\*](#)
- 14.1 [Consent of Independent Registered Public Accounting Firm.\\*](#)

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101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Pursuant to Instruction 2(b)(i) in the "Instructions as to Exhibits" in Form 20-F, various instruments defining the rights of holders of long-term debt securities issued by the Company are not being filed herewith because such debt securities are not registered with the Commission and the total amount of debt securities authorized under each such instrument does not exceed 10 percent of the total assets of the Company. The Company hereby agrees to furnish a copy of any such instrument to the Commission upon request.

\* Exhibits filed herewith.



**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and shareholder of  
Aktiebolaget Svensk Exportkredit (Swedish Export Credit Corporation)

***Opinion on the Financial Statements***

We have audited the accompanying consolidated statement of financial position of Aktiebolaget Svensk Exportkredit (Swedish Export Credit Corporation) and its subsidiaries (the "Company") as of December 31, 2022 and December 31, 2021, and the related consolidated statements of comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2022, including the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and December 31, 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022 in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

***Basis for Opinion***

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

## Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing a separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

### *Valuation of Certain Level 3 Financial Instruments*

As described in Notes 1 and 13 to the consolidated financial statements, the Company carries financial instruments at fair value, which includes Skr 26.5 billion of liabilities classified in Level 3 of the fair value hierarchy as one or more inputs to the financial instrument's valuation technique are significant and unobservable. The Company utilized an internally established model and unobservable inputs to estimate the fair value of the level 3 financial instruments. As disclosed by management, the unobservable parameters included in the model for assessing fair value are associated with subjectivity and uncertainty.

The principal considerations for our determination that performing procedures relating to the valuation of certain Level 3 financial instruments is a critical audit matter are (i) the valuation of these certain financial instruments involved the application of significant judgment on the part of management, which in turn led to a high degree of auditor judgment, subjectivity, and effort in performing procedures related to the valuation of these financial instruments, and (ii) the audit effort involved professionals with specialized skill and knowledge to assist in evaluating the audit evidence.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of the controls relating to the valuation of these financial instruments, including controls over the Company's model control and governance, and oversight of valuation. These procedures also included, among others, the involvement of professionals with specialized skill and knowledge to assist in developing an independent estimate of fair value for a sample of these certain financial instruments and comparison of management's estimate to the independently developed estimate of fair value. Developing the independent estimate involved testing the completeness and accuracy of data provided by management and evaluating the reasonableness of management's assumptions, methodologies, and models used by the Company.

### *Loss allowance on loans*

As described in Notes 1 and 9 to the consolidated financial statements, the loss allowance on loans represents the expected credit losses in relation to the Company's credit exposures. As of December 31, 2022, the loss allowance on loans was Skr 223 million, on total loans before expected credit losses of Skr 274 billion. As disclosed by management, the loss allowance or expected credit losses (ECL) are estimated using quantitative models and overall adjustment, which incorporate inputs, assumptions and methodologies that involve a high degree of management judgement. The most significant inputs included determination of significant increase in credit risk, incorporation of forward-looking macroeconomic scenarios and measurement of both 12-month and lifetime expected credit losses. The ECL is a probability-weighted amount that is determined by evaluating the outcome of several possible stages, and where the data taken into consideration comprises both information from previous conditions, the current conditions and forecasts of future economic conditions. The Company entailed three scenarios for the probability of default curve which are defined by a weight allocated to each scenario. The ECL calculation also takes into consideration any collateral held, repayments or guarantees.

The principal considerations for our determination that performing procedures relating to the ECL is a critical audit matter are: (i) there was a significant judgment by management in determining the ECL, which in turn led to a high degree of auditor judgment, subjectivity, and effort in performing procedures related to the ECL model, key assumptions, such as significant increase in credit risk, and the determination of the scenarios, which were used to estimate the ECL, and (ii) the audit effort involved the use of professionals with specialized skill and knowledge to assist in evaluating the audit evidence.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the impairment of loans, which included controls over the data, models and assumptions used in determining the ECL. These procedures also included,

among others; (i) the involvement of professionals with specialized skills and knowledge to assist and recalculate the ECL for a sample of loans to evaluate the reasonableness of significant assumptions used in the ECL model; (ii) testing the completeness and accuracy of data points used to determine the ECL; (iii) evaluating the reasonableness of the assumptions and weighting in the scenarios; and (iv) assessed the reasonableness of management's adjustment related to expert credit judgments and that rationale exists to account for the overall adjustment at year end. Evaluating the assumptions used in the ECL model involved assessing their reasonableness against external factors and economic events that have occurred.

/s/ Öhrlings PricewaterhouseCoopers AB

Stockholm, Sweden  
February 28, 2023

We have served as the Company's auditor since 2017.

**Consolidated Statement of Comprehensive Income**

Skr mn	Note	2022	2021	2020
Interest income calculated using effective interest method		6,563	4,264	4,960
Other interest income		166	-1,545	-852
Interest expenses		-4,550	-812	-2,162
<b>Net interest income</b>	<b>2</b>	<b>2,179</b>	<b>1,907</b>	<b>1,946</b>
Net fee and commission expense	3	-31	-29	-42
Net results of financial transactions	4	69	56	83
<b>Total operating income</b>		<b>2,217</b>	<b>1,934</b>	<b>1,987</b>
Personnel expenses	5	-402	-359	-347
Other administrative expenses	6	-216	-231	-198
Depreciation and impairment of non-financial assets	7	-94	-80	-51
<b>Total operating expenses</b>		<b>-712</b>	<b>-670</b>	<b>-596</b>
<b>Operating profit before credit losses</b>		<b>1,505</b>	<b>1,264</b>	<b>1,391</b>
Net credit losses	9	-34	41	-153
<b>Operating profit</b>		<b>1,471</b>	<b>1,305</b>	<b>1,238</b>
Tax expenses	10	-305	-271	-270
<b>Net profit<sup>1</sup></b>		<b>1,166</b>	<b>1,034</b>	<b>968</b>
<b>Other comprehensive income related to:</b>				
Items to be reclassified to profit or loss				
<i>Derivatives in cash flow hedges</i>		-122	—	—
Tax on items to be reclassified to profit or loss	10	25	—	—
<b>Net items to be reclassified to profit or loss</b>		<b>-97</b>	<b>—</b>	<b>—</b>
Items not to be reclassified to profit or loss				
<i>Own credit risk</i>		99	-24	18
<i>Revaluation of defined benefit plans</i>		43	24	1
Tax on items not to be reclassified to profit or loss	10	-30	0	-5
<b>Net items not to be reclassified to profit or loss</b>		<b>112</b>	<b>0</b>	<b>14</b>
<b>Total other comprehensive income</b>		<b>15</b>	<b>0</b>	<b>14</b>
<b>Total comprehensive income<sup>1</sup></b>		<b>1,181</b>	<b>1,034</b>	<b>982</b>
Skr				
Basic and diluted earnings per share <sup>2</sup>		292	259	243

1 The entire profit is attributable to the shareholder of the Parent Company.

2 The average number of shares in 2022 amounted to 3,990,000 (2021: 3,990,000).



**Consolidated Statement of Financial Position**

Skr mn	Note	December 31, 2022	December 31, 2021
<b>Assets</b>			
Cash and cash equivalents	11, 12	4,060	11,128
Treasuries/government bonds	11, 12	15,048	10,872
Other interest-bearing securities except loans	11, 12	57,144	45,881
Loans in the form of interest-bearing securities	9, 11, 12	54,257	46,578
Loans to credit institutions	9, 11, 12	22,145	20,775
Loans to the public	8, 9, 11, 12	207,737	180,288
Derivatives	12, 14	10,304	8,419
Tangible and intangible assets	7	307	331
Deferred tax assets	10	25	11
Other assets	16	285	7,451
Prepaid expenses and accrued revenues	17	4,162	1,913
<b>Total assets</b>		<b>375,474</b>	<b>333,647</b>
<b>Liabilities and equity</b>			
Borrowing from credit institutions	12, 18	7,153	5,230
Borrowing from the public	12, 18	—	10,000
Debt securities issued	12, 18	319,117	279,770
Derivatives	12, 14	13,187	14,729
Other liabilities	19	10,242	1,167
Accrued expenses and prepaid revenues	20	4,172	1,875
Provisions	5, 21	28	68
<b>Total liabilities</b>		<b>353,899</b>	<b>312,839</b>
Share capital		3,990	3,990
Reserves		-114	-129
Retained earnings		17,699	16,947
<b>Total equity</b>	<b>22</b>	<b>21,575</b>	<b>20,808</b>
<b>Total liabilities and equity</b>		<b>375,474</b>	<b>333,647</b>

**Consolidated Statement of Changes in Equity**

Skr mn	Equity	Share capital	Reserves			Retained earnings
			Hedge reserve	Own credit risk	Defined benefit plans	
<b>2022</b>						
Opening balance of equity Jan 1, 2022	20,808	3,990	—	-102	-27	16,947
<b>Changes in equity:</b>						
Net profit for the year	1,166					1,166
Other comprehensive income related to:						
Items to be reclassified to profit or loss						
Derivatives in cash flow hedges	-122		-122			
Tax on items to be reclassified to profit or loss	25		25			
Items not to be reclassified to profit or loss						
Own credit risk	99			99		
Revaluation of defined benefit plans	43				43	
Tax on items not to be reclassified to profit or loss	-30			-20	-10	
<b>Total other comprehensive income</b>	15	—	-97	79	33	—
<b>Total comprehensive income</b>	1,181	—	-97	79	33	1,166
Dividend	-414					-414
<b>Closing balance of equity Dec 31, 2022<sup>1</sup></b>	<b>21,575</b>	<b>3,990</b>	<b>-97</b>	<b>-23</b>	<b>6</b>	<b>17,699</b>
<b>2021</b>						
Opening balance of equity Jan 1, 2021	20,064	3,990	—	-84	-45	16,203
<b>Changes in equity:</b>						
Net profit for the year	1,034					1,034
Other comprehensive income related to:						
Items to be reclassified to profit or loss						
Derivatives in cash flow hedges	—		—			
Tax on items to be reclassified to profit or loss	—		—			
Items not to be reclassified to profit or loss						
Own credit risk	-24			-24		
Revaluation of defined benefit plans	24				24	
Tax on items not to be reclassified to profit or loss	0			6	-6	
<b>Total other comprehensive income</b>	<b>0</b>	<b>—</b>	<b>—</b>	<b>-18</b>	<b>18</b>	<b>—</b>
<b>Total comprehensive income</b>	<b>1,034</b>	<b>—</b>	<b>—</b>	<b>-18</b>	<b>18</b>	<b>1,034</b>
Dividend	-290					-290
<b>Closing balance of equity Dec 31, 2021<sup>1</sup></b>	<b>20,808</b>	<b>3,990</b>	<b>—</b>	<b>-102</b>	<b>-27</b>	<b>16,947</b>
<b>2020</b>						
Opening balance of equity Jan 1, 2020	19,082	3,990	—	-98	-45	15,235
<b>Changes in equity:</b>						
Net profit for the year	968					968
Other comprehensive income related to:						
Items to be reclassified to profit or loss						
Derivatives in cash flow hedges	—		—			
Tax on items to be reclassified to profit or loss	—		—			
Items not to be reclassified to profit or loss						
Own credit risk	18			18		
Revaluation of defined benefit plans	1				1	
Tax on items not to be reclassified to profit or loss	-5			-4	-1	
<b>Total other comprehensive income</b>	<b>14</b>	<b>—</b>	<b>—</b>	<b>14</b>	<b>0</b>	<b>—</b>
<b>Total comprehensive income</b>	<b>982</b>	<b>—</b>	<b>—</b>	<b>14</b>	<b>0</b>	<b>968</b>
Dividend	—					—
<b>Closing balance of equity Dec 31, 2020<sup>1</sup></b>	<b>20,064</b>	<b>3,990</b>	<b>—</b>	<b>-84</b>	<b>-45</b>	<b>16,203</b>

<sup>1</sup> The entire equity is attributable to the shareholder of the Parent Company.

**Statement of Cash Flows in the Consolidated Group**

Skr mn	2022	2021	2020
<b>Operating activities</b>			
Operating profit <sup>1</sup>	1,471	1,305	1,238
Adjustments for non-cash items in operating profit	329	69	140
<i>of which provision for credit losses, net</i>	34	-41	153
<i>of which depreciation and impairment of non-financial assets</i>	94	80	51
<i>of which exchange-rate differences</i>	7	-2	5
<i>of which unrealized changes in fair value</i>	-24	-21	-69
<i>of which other<sup>2</sup></i>	218	53	0
Income tax paid	-420	-263	-311
Increase (-)/decrease (+) in lending	-17,970	16,900	-37,824
Increase (-)/decrease (+) in bonds and securities held	-12,027	1,230	4,276
Other changes in assets and liabilities – net	380	1,334	14,493
<b>Cash flow from operating activities</b>	<b>-28,237</b>	<b>20,575</b>	<b>-17,988</b>
<b>Investing activities</b>			
Investments	-70	-242	-35
<b>Cash flow from investing activities</b>	<b>-70</b>	<b>-242</b>	<b>-35</b>
<b>Financing activities</b>			
Senior debt	169,473	88,328	153,518
Repayments of debt	-149,831	-97,435	-119,143
Repurchase and early redemption of own long-term debt	-8,849	-1,851	-4,915
Derivatives	9,770	-1,523	-8,651
Dividend paid	-414	-290	—
Payment of lease liability	-23	-24	-27
<b>Cash flow from financing activities</b>	<b>20,126</b>	<b>-12,795</b>	<b>20,782</b>
<b>Net cash flow for the period</b>	<b>-8,181</b>	<b>7,538</b>	<b>2,759</b>
Cash and cash equivalents at beginning of the year	11,128	3,362	1,362
Net cash flow for the period	-8,181	7,538	2,759
Exchange-rate differences on cash and cash equivalents	1,113	228	-759
<b>Cash and cash equivalents at end of year<sup>3</sup></b>	<b>4,060</b>	<b>11,128</b>	<b>3,362</b>
<i>of which cash at banks</i>	255	427	561
<i>of which cash equivalents</i>	3,805	10,701	2,801
<b>1 Interest payments received and expenses paid</b>			
Interest payments received	4,485	2,801	4,329
Interest expenses paid	2,233	862	2,861

2 Of which other includes accrued interest, taxes not paid and changes in other comprehensive income.

3 Cash and cash equivalents include, in this context, cash at banks that can be immediately converted into cash and short-term deposits for which the time to maturity does not exceed three months from trade date. See Note 11.

## Notes

### Corporate information

Svensk Exportkredit (SEK) is a state-owned company that finances Swedish exporters, their subsidiaries, and their foreign customers. AB Svensk Exportkredit (publ) is the parent company of the group. The parent company is a Swedish limited liability company with its registered office in Stockholm, Sweden. The consolidated accounts for the financial year 2022 were approved for publication by the Board of Directors on February 21, 2023, and will be presented for adoption at the 2023 Annual General Meeting on March 27, 2023.

### Mandatory information

Name of reporting entity	<b>AB Svensk Exportkredit (publ)</b>
Legal form of entity	<b>Public limited company</b>
Share capital	<b>3,990,000 shares / par value Skr 1,000</b>
Organizational number	<b>556084-0315</b>
Domicile of entity	<b>Sweden</b>
Country of incorporation	<b>Sweden</b>
Address of entity's registered office	<b>Fleminggatan 20, 112 26 Stockholm, Sweden</b>
Principal place of business	<b>Sweden</b>
Nature of the entity's operations and principal activities	<b>Credit market company, financing of exports</b>

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## **Note 1. Significant accounting policies**

The accounting policies set out below have been applied consistently to all periods presented in these consolidated Financial Statements, unless otherwise stated.

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### **(a) Reporting entity**

AB Svensk Exportkredit (the "Parent Company", the "Company" or "SEK") is domiciled in Sweden. The address of the Company's registered office is Fleminggatan 20, P.O. Box 194, SE-112 26 Stockholm, Sweden. The Consolidated Group as of December 31, 2022 consists of SEK and its wholly owned, inactive subsidiary, SEKETT AB. These are jointly referred to as the "Consolidated Group" or the "Group".

### **(b) Basis of presentation**

#### **(i) Statement of compliance**

The consolidated accounts have been compiled in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB). The IFRS standards applied by SEK are all endorsed by the European Union (EU). Additional standards, consistent with IFRS, are imposed by the Swedish Annual Accounts Act for Credit Institutions and Securities Companies (1995:1559) (ÅRKL), Recommendation RFR 1, Supplementary Accounting Principles for Groups, issued by the Swedish Financial Reporting Board (RFR), and the accounting regulations of the Swedish FSA (FFFS 2008:25), all of which have been complied with in preparing the Consolidated Financial Statements, of which these notes form a part. SEK also follows the Swedish Government's principles for external reporting in accordance with its State Ownership Policy and principles for state-owned enterprises.

The Consolidated Financial Statements and annual report were approved for issuance by SEK's Board of Directors on February 21, 2023. The Group's Statements of Comprehensive Income and Financial Position will be subject to approval by SEK's shareholder at the Annual General Meeting to be held on March 27, 2023.

**(ii) Basis of measurement**

The Consolidated Financial Statements have been prepared on an amortized cost basis, subject to the following exceptions:

all derivatives are measured at fair value,  
financial instruments — measured at fair value through profit or loss — are measured at fair value, and  
when applying hedge accounting at fair value, amortized cost is adjusted in the Consolidated Financial Statements based on the underlying hedged item, to reflect changes in fair value with regard to the hedged risk.

**(iii) Functional and presentation currency**

SEK has determined that the Swedish krona (Skr) is the Parent Company's functional and presentation currency under IFRS. Significant factors are that SEK's equity is denominated in Swedish kronor, its performance is evaluated based on a result expressed in Swedish kronor, and that a large portion of SEK's expenses, especially personnel expenses, other expenses and taxes, are denominated in Swedish kronor. SEK manages its foreign currency risk by hedging exposures between the Swedish kronor and other currencies.

**(iv) Going concern**

SEK's Board of Directors and management have made an assessment of SEK's ability to continue as a going concern and are satisfied that SEK has the resources to continue operations for the foreseeable future. The Board of Directors and management are not aware of any material uncertainties that could cast significant doubt upon SEK's ability to continue as a going concern. Therefore, the Financial Statements continue to be prepared on a going-concern basis.

**(c) Changes to accounting policies and presentation**

In all significant respects, the accounting policies, bases of calculation and presentation are unchanged compared with the 2021 annual report on Form 20-F. SEK analyzes and assesses the application and impact of changes in financial reporting standards that are applied within the Group. Changes that are not mentioned are either not applicable to SEK or have been determined to not have a material impact on SEK's financial reporting.

**(d) Basis of consolidation**

The Consolidated Financial Statements encompass the Parent Company and subsidiaries, meaning companies over which the Parent Company has control and that are impacted by the Company's results. The Consolidated Financial Statements have been prepared using the purchase method. The Financial Statements of the subsidiary are included in the Consolidated Financial Statements from the date that control commences until the date that control ceases. The accounting policies of the subsidiary are consistent with Group policies. Intra-group transactions and balances, and any unrealized gains and losses arising from intra-group transactions, are eliminated in preparing the Consolidated Financial Statements. Unless otherwise stated or when it is clear from the context, the information in these notes relates to the Consolidated Group and the Parent Company. Consolidation of SEK pursuant to the supervisory regulations does differ from the consolidation made in the Consolidated Financial Statements, as SEKETT AB is not a financial company and no consolidation of SEK pursuant to the supervisory regulation was made. Since SEKETT is not an institute pursuant to the CRR definition, it is not subject to the supervisory regulations on an individual basis. No current or anticipated material restrictions to prompt transfer of own funds or repayment of liabilities among the parent or its subsidiary have been identified.

**(e) Segment reporting**

Segments are identified based on internal reporting to the chief executive officer ("CEO") who serves as the chief operating decision maker. SEK has one segment, lending, based partly on the Company's assignment from the owner, which is to ensure access to financial solutions for the Swedish export industry on commercial and sustainable terms, and partly on how governance and earnings monitoring of the business are conducted. Accordingly, no segment reporting has been prepared. Disclosures regarding the geographic breakdown and revenue per product group are presented in Note 2.

**(f) Recognition of operating income**

**(i) Net interest income**

Interest income and interest expense related to all financial assets and liabilities, regardless of classification, are recognized in net interest income. Interest income and interest expense are recognized on a gross basis, with the exception of interest income and interest expenses related to derivatives, which are reported on a net basis. Interest for derivatives used to hedge borrowing is recognized as interest expense and interest on all derivatives used to hedge assets is recognized as interest income, regardless of whether the contracts' net interest is positive or negative. This reflects the real interest expense of borrowing after taking economic hedges into account. Negative interest rates on assets are recognized as interest expense and negative interest rates on liabilities are recognized as interest income. Interest income calculated using the effective interest method presented in SEK's Financial Statements applies only to those assets that are subsequently measured at amortized cost and the interest for hedging instruments related to those assets as the effective interest method is a measurement technique whose purpose is to calculate amortized cost and allocate interest income over the relevant time period. This interest income and corresponding interest expense are calculated and recognized based on the effective interest rate method. The effective interest rate is regarded as an integral part of the effective interest rate of a financial instrument (usually fees received as compensation for risk). Guarantee commissions that are comparable to interest are a part of the effective interest rate. The effective interest rate is equivalent to the rate used to discount contractual future cash flows to the carrying amount of the financial asset or liability. The item Other interest income covers interest income of financial assets at fair value through profit or loss and the remuneration for the CIRR-system (as defined below). In addition to interest income and interest expense, net interest income, where these are recognized as interest expense, includes the resolution fee and the risk tax.

Pursuant to the Company's assignment as stated in its owner instruction issued by the Swedish government, SEK administers credit granting in the Swedish system for officially supported export credits (the "CIRR-system"). All revenue and expenses from the CIRR-system are recognized in SEK's profit or loss. SEK receives compensation from the Swedish government in the form of an administration fee, which is calculated based on the principal amount outstanding. The administrative compensation received by SEK from the Swedish government is recognized as part of interest income in SEK's Statement of Comprehensive Income since the commission received in compensation is equivalent to interest.

**(ii) Net fee and commission expense**

Commissions earned and commissions incurred are recognized as net fee and commission expense in SEK's Statement of Comprehensive Income. The gross amounts of commissions earned and commissions incurred are disclosed in the notes to the Financial Statements. The major part of the revenues classified as commission earned constitutes revenue from contracts with customers according to IFRS 15. The recognition of commissions earned depends on the purpose for which the fee is charged. Fees are either recognized as revenue when services are performed or accrued over the period of a specific business transaction. Lending fees that are not part of the effective interest of a financial instrument are recognized at a point of time, such as when the transaction has been performed. Commissions incurred are transaction-based, and are recognized in the period in which the services are received. Guarantee commissions that are comparable to interest and fees that comprise integrated components of financial instruments, and therefore included in the effective interest rate, are not recognized as commissions and are instead included under net interest income.



**(iii) Net results of financial transactions**

Net results of financial transactions include realized gains and losses related to all financial instruments and unrealized gains and losses on all financial instruments measured at fair value, except for the types of financial instruments for which the change is to be recognized in other comprehensive income. Gains and losses include gains and losses related to currency exchange effects, interest-rate changes, changes in basis-spreads and changes in the credit rating of the counterparty to the financial contract. The item also includes the hedge ineffectiveness, i.e., market value changes attributable to hedged risks and derivatives in fair value hedges and cash flow hedges. Realized gains and losses from financial instruments measured at amortized cost, such as interest rate compensation received and realized gains/losses from the repurchase of issued own debt, are recognized as they arise directly under net results of financial transactions.

**(g) Foreign currency transactions**

Monetary assets and liabilities in foreign currencies have been translated into the functional currency (Swedish krona) at the exchange rates applicable on the last day of each reporting period. Revenues and costs in foreign currencies are translated into Swedish kronor at the exchange rate prevailing on the dates that they arise. Any changes in the exchange rates between the relevant currencies and the Swedish krona relating to the period between the dates that they arise and the date of settlement are recognized as currency exchange effects. Currency exchange effects on the nominal amounts of financial assets and liabilities measured at fair value are recognized as currency exchange effects, although the currency exchange effect on the change in fair value that arises due to other components is not separated. Currency exchange effects are included as a component of net results of financial transactions.

**(h) Financial instruments**

**(i) Recognition and derecognition in the Statement of Financial Position**

When recognizing financial instruments, trade date accounting is applied for the recognition and derecognition of securities bought, securities issued and derivatives. Other financial instruments are recognized in the Statement of Financial Position and derecognized from this on the relevant settlement date. The difference between the carrying amount of a financial liability or an asset (or part of a financial liability or an asset) that is extinguished or transferred to another party and the consideration paid is recognized in the Statement of Comprehensive Income under net results of financial transactions. A financial asset or liability is recognized in the Statement of Financial Position only when SEK becomes a party to the contractual provisions of the instrument. A financial asset is derecognized from the Statement of Financial Position when the contractual rights to receive the cash flows from the asset cease or when the asset is transferred and the transfer qualifies for derecognition. A financial liability (or part of a financial liability) is derecognized from the Statement of Financial Position only when it is extinguished, such as when the obligation specified in the contract is discharged, canceled or expires. In the case of renegotiated financial assets, such as lending, the asset is derecognized from the Statement of Financial Position when the terms of the loan are deemed to be substantially different. The terms are deemed to be substantially different when the present value of the cash flows under the new terms, including any fees paid net of any fees received and discounted using the original effective interest rate, differs by not less than 10 percent from the discounted present value of the remaining cash flows for the original debt instrument. A change of currency or counterparty are deemed substantially different terms. Should the renegotiated loan entail terms that are substantially different, it is recognized as a new loan.

**(ii) Measurement on initial recognition**

When financial instruments are initially recognized, they are measured at fair value plus, in the case of financial assets or financial liabilities not carried at fair value through profit or loss, any transaction costs that are directly attributable to the acquisition or issuance of the financial asset or financial liability.

**(iii) Offsetting**

Financial assets and liabilities are offset and presented in the Statement of Financial Position when the Group has a legal right to offset the amounts and intends either to settle on a net basis or to realize the asset and settle the liability simultaneously. Derivative assets and derivatives liabilities in relation to central clearing counterparties are offset in the Consolidated Statement of Financial Position, but cash collateral received or paid is accounted for separately as paid or received cash collaterals. Refer to Note 14 for further information about the offsetting of financial assets and financial liabilities.

**(iv) Classification of financial assets and liabilities**

Financial assets and liabilities are categorized in two categories for valuation purposes: amortized cost and fair value through profit or loss.

*Financial assets at amortized cost.* The balance sheet items Cash and cash equivalents, Loans to credit institutions, Loans to the public and Loans in the form of interest-bearing securities are recognized at amortized cost, provided that the following criteria are met by all assets:

The financial asset is included in a portfolio where the business model aims to collect contractual cash flows and the terms and conditions for the financial asset entail that the cash flows received comprise solely payments of principal and interest (SPPI) on nominal amounts outstanding.

The business model is based on SEK's overriding portfolio objective, and on how the Company manages, monitors and evaluates the financial assets in the portfolio from both a business and a risk perspective.

The business model is established at a level (homogenous portfolio) that reflects how the asset is treated in relation to the objective/business goal.

IFRS 9 requires that SEK categorize financial assets based on the properties of the contractual cash flows, where the financial asset is held in a business model with the objective of holding assets to collect contractual cash flows (hold to collect).

The assessment of the properties of the contractual cash flows aims to identify if the contractual cash flows comprise solely payments of principal and interest, which is an SPPI test. Contractual cash flows that solely payments of principal and interest qualify as a basic lending arrangement, which is a prerequisite for measuring the instrument at amortized cost. SEK has prepared a tool for the implementation and documentation of evaluations and assessments of financial assets in the lending portfolios, whereby relevant factors are taken into consideration, such as the tenor of the interest rate in relation the interest-rate setting period, interest-rate cap/floor, index-linked coupon/interest, sustainability-linked interest, payment trigger, currency mismatch, government interest rates and early repayment.

*Financial assets measured at fair value through profit or loss.* Derivatives are measured at fair value. Interest-bearing securities included in SEK's liquidity investments, consisting of the balance-sheet items treasuries/government bonds and other interest-bearing securities except loans, are measured at fair value through profit or loss and, accordingly, they are included in a portfolio, where the business model entails measurement at fair value. The following parameters have been evaluated in relation to the liquidity portfolio:

Internal targets and governance of the liquidity portfolio, and documentation thereof;

Administration and commercial follow-up;

Risk management, follow-up and reporting;

Frequency, objective and volume in terms of noted sales; and

Remuneration models, and how these are impacted by valuation methods.

Financial assets measured at fair value through profit or loss are recognized at fair value in the Statement of Financial Position. Changes in fair value are recognized in profit or loss under the item Net results of financial transactions.

*Financial liabilities measured at fair value through profit or loss.* There are two main subcategories in the category of financial liabilities at fair value through profit or loss: financial liabilities designated upon initial recognition at fair value through profit or loss (fair value option) and financial liabilities mandatorily measured at fair value. Securities issued by SEK containing embedded derivatives are in their entirety irrevocably classified as financial liabilities at fair value through profit or loss using the fair value option. Derivatives are measured at fair value through profit or loss. Financial liabilities measured at fair value through profit and loss are recognized at fair value in the Statement of Financial Position. Changes in fair value are recognized in profit or loss under the item Net results of financial transactions with the exception of gains and losses that arise from changes in SEK's own credit risk on liabilities classified in accordance with the fair value option. Such changes are recognized in the Reserve for changes in own credit risk under Other comprehensive income and are not reclassified to profit or loss.

*Financial liabilities at amortized cost.* All debt securities issued by SEK other than those classified as financial liabilities at fair value through profit or loss are measured at amortized cost, using the effective interest rate method. Where one or more derivative is used to hedge currency, interest rate and/or other exposures, fair value hedge accounting is applied. Subordinated debt is classified as other financial liabilities and is subject to fair value hedge accounting. When applying fair value hedge accounting on subordinated debt, hedging is applied to the subordinated debt for the period corresponding to the derivative's time to maturity, when the maturities do not coincide.

**(v) Presentation of certain financial instruments in the Statement of Financial Position**

The presentation of financial instruments in the Statement of Financial Position differs in certain respects from the categorization of financial instruments made for valuation purposes. Loans in the form of interest-bearing securities comprise loans granted to customers that are contractually documented in the form of interest-bearing securities, as opposed to bilateral loan agreements, which are classified in the Statement of Financial Position either as loans to credit institutions or loans to the public. All other financial assets that are not classified in the Statement of Financial Position as loans in the form of interest-bearing securities are presented as cash and cash equivalents, treasuries/government bonds, other interest-bearing securities except loans or derivatives.

**(vi) Presentation of certain financial instruments**

*Derivatives.* In the ordinary course of its business, SEK uses various types of derivatives for the purpose of hedging or eliminating SEK's interest-rate, currency-exchange-rate or other exposures. Derivatives are classified as financial assets or liabilities at fair value through profit or loss. Where SEK decides to categorize a financial liability at fair value through profit or loss in accordance with the fair value option, the purpose is to avoid the mismatch that would otherwise arise from the fact that the changes in the value of the derivative, measured at fair value, would not match the changes in value of the underlying liability, measured at amortized cost.

*Guarantees.* SEK holds financial guarantees in connection with certain loans. Such guarantees are ordinarily accounted for as guarantees in accordance with SEK's established accounting policy and are therefore not recognized in the Consolidated Statement of Financial Position except for the deferred costs of related guarantee fees paid in advance for future periods. When SEK classifies a risk-mitigating instrument as a financial guarantee, SEK always owns the specific asset whose risk the financial guarantee mitigates and the potential amount that SEK can receive from the counterparty under the guarantee represents only the actual loss incurred by SEK related to its holding. Premiums on financial guarantees are accrued and recognized in net interest income. Credit default swaps are recognized at fair value at fair value through profit or loss.

*Embedded derivatives.* In the ordinary course of its business, SEK issues financial liabilities that frequently contain embedded derivatives. When financial liabilities contain embedded derivatives, where the financial characteristics and risks of the instrument's unique components are not related, the entire instrument is irrevocably classified as financial liabilities measured at fair value through profit or loss in accordance with the fair value option, and thus does not separate the embedded derivatives.

*Leasing assets (SEK as a lessor).* In the ordinary course of its business, SEK acquires leases that are classified as finance leases (as opposed to operating leases). When making such a classification, all aspects of the leasing contract, including third-party guarantees, are taken into account. Any lease payment that is received from a lessee is divided into two components for the purposes of measurement: one component constituting a repayment of the loan and the other component recognized as interest income.

*Lease liability (SEK as a lessee).* All leases, with the exception of short-term and low-value leases, are to be recognized as right-of-use assets subject to depreciation with corresponding liabilities in the lessee's balance sheet, and the lease payments are to be recognized as repayments and interest expenses. The leasing liability is accounted for under other liabilities. The lease term is determined as the non-cancellable period of a lease, together with any extension or termination options when SEK is reasonably certain to exercise them. Reassessments of extensions and terminations options are made upon the occurrence of either a significant event or a significant change in circumstances that is within the control of SEK and will affect the assessment of whether it is reasonably certain to exercise the option. The lease term is revised if there is a change in the non-cancellable period of lease, for example, if an option not previously included in the lease term is exercised. The lease liability consists of the future cash flows, which are discounted using SEK's incremental borrowing rate. SEK has also decided to apply the exceptions for short-term and low-value leases, for example office machinery, which are accounted for as leasing cost under other administrative expenses. SEK has elected not to separate non-lease components from lease components, and accounts for each lease component and any associated non-lease component, except for expenses for real estate tax and non-deductible value added tax, as a single lease.

*Committed undisbursed loans and binding offers.* Committed undisbursed loans and binding offers, disclosed under the heading "Commitments" in Note 23 are measured as the undiscounted future cash flows concerning loan disbursements related to loans committed but not yet disbursed at the reporting period end date, as well as binding offers.

*Repurchased debt.* SEK repurchases its own debt from time to time. Gains or losses that SEK realizes when repurchasing own debt instruments are recognized in the Statement of Comprehensive Income as a component of Net results of financial transactions.

*Assets and liabilities related to the CIRRR-system.* All assets and liabilities related to the CIRRR-system are included in SEK's assets and liabilities in the Group's report on financial position as SEK bears the credit risk for lending and is the party to the agreement regarding lending and borrowing. Unrealized revaluation effects on derivatives related to the CIRRR-system are recognized net under other assets.

#### **(vii) Hedge accounting**

SEK applies hedge accounting in cases where derivatives are used to create economic hedging and the hedge relationship is eligible for hedge accounting, with the exception of lending within the CIRRR-system, for which hedge accounting is not applied. The method used for hedge accounting is either fair value hedge accounting or cash flow hedge accounting. In order to be able to apply hedge accounting in accordance with IFRS 9, the hedge relationship must meet the hedge effectiveness criteria at the beginning of each hedged period which requires that:

there is an economic relationship between the hedged item and the hedging instrument; and

the effect of credit risk does not dominate the value changes that result from that economic relationship; the hedge ratio of the hedging relationship is the same as that actually used in the economic hedge.

*Fair value hedge accounting.* Fair value hedge accounting is used for transactions in which one or several derivatives are used to hedge the interest-rate risk that has arisen from a fixed-rate financial asset or liability. When applying fair value hedging, the hedged item is revalued at fair value with regard to the risk being hedged. SEK defines the risk being hedged in fair value hedge accounting as the risk of a change in fair value with regard to a chosen reference rate (referred to as interest-rate risk). The hedged item may be a component of the financial asset or liability, i.e., comprises less than the entire fair value change for the financial asset or liability. That could be a component of the nominal amount or the tenor of the item. The hedging instrument may consist of one or several derivatives that exchange fixed interest for floating interest in the same currency (interest-rate derivatives) or one or several instruments that exchange fixed interest in one currency for floating interest in another currency (interest and currency derivatives), in which case the currency risk is a part of the fair value hedge.

Both at inception of the hedge and on an ongoing basis, SEK's hedging relationships are expected to be highly effective in achieving offsetting changes in fair values attributable to the hedged risk. An assessment of effectiveness is performed by comparing critical terms for the hedged item and the hedging transaction. If they are identical, but reversed, the hedge relationship is regarded 100 percent effective. The hedge ratio is 1:1 other than in specific circumstances where SEK may choose a hedge ratio other than 1:1 in order to improve the effectiveness. Potential sources of ineffectiveness in the hedge relationship are:

- changes in timing of the payment of the hedged item;
- use of an existing derivative with a non-zero fair value due to changes in timing of the trade date of the derivative and the validation of the hedge relationship;
- the different treatment of currency basis in calculating changes in the fair value of the hedging instrument and hedged item;
- a significant change in the credit risk of either party to the hedge relationship; and
- the effects of the reforms to reference rates, as this might have a different impact on the hedged item and the hedging instrument.

The credit risk of the entities is monitored by the Credit Department on an ongoing basis. The risk associated with SEK and the counterparty at the inception of the hedge relationship is considered minimal and does not dominate the value changes that result from the economic relationship. This will be reassessed in cases where there is a significant change in either party's circumstances, for example if the counterparty is in default. In addition, the hedging instruments used by SEK consist of derivatives subject to margining, clearing and cash collateralization, which significantly reduced the credit risk for both parties involved. Therefore, the credit risk is unlikely to dominate the change in fair value of the hedging instrument.

Ineffectiveness is defined as the difference between the fair value change relating to the hedged risk of the hedged item and the fair value change relating to the hedging instrument. Any ineffectiveness is recognized automatically in profit or loss as a result of separately remeasuring the hedged item and the hedging instrument.

If a hedging relationship ceases to meet the hedge effectiveness requirement relating to the hedge ratio but the risk management objective for that designated hedging relationship remains the same, the hedge ratio of the hedging relationship must be adjusted (i.e., rebalances the hedge) so that it meets the qualifying criteria again. Hedge accounting is discontinued prospectively only when the hedging relationship (or a part of a hedging relationship) ceases to meet the qualifying criteria (after any rebalancing). This includes instances when the hedging instrument expires or is sold, terminated or exercised. If a fair value hedge relationship no longer fulfills the requirements for hedge accounting, that component of the hedged item ceases to be measured at fair value and is measured at amortized cost, and the previously recognized fair value changes for the hedged item are amortized over the remaining tenor of the previously hedged item.

*Cash flow hedges.* Cash flow hedge accounting is used for transactions in which one or several derivatives hedge risk for variability in the cash flows from a floating-rate financial asset or liability. When hedging cash flows, the hedged asset or liability is measured at amortized cost and the portion of changes in fair value in the hedging instrument, determined to be an effective hedge, is recognized in other comprehensive income and accumulated in the cash flow hedge reserve in equity. The ineffective portion of the gain or loss on the hedging instrument is recognized in the profit or loss under net result of financial transactions. When the hedged cash flow is recognized in profit or loss, the value changes in the hedging instrument in the Statement of Comprehensive Income are reclassified from other comprehensive income to profit or loss, when the interest income and interest expense is recognized. SEK defines the risk hedged in a cash flow hedge as the risk of variability of cash flows with regard to a chosen reference rate (referred to as cash flow risk). The hedging instrument may consist of one or several derivatives that exchange floating interest for fixed interest in the same currency (interest-rate derivatives) or one or several derivatives that exchange floating interest in one currency for fixed interest in another currency (interest and currency derivatives). The hypothetical derivative method is used when measuring the effectiveness of cash flow hedges, meaning that the change in a perfect hypothetical swap is used as a proxy for the present value of the cumulative change in expected future cash flows from the hedged transaction. The possible sources of ineffectiveness for cash flow hedges are generally the same as for those for fair value hedges described above. If a cash flow hedge relationship no longer fulfills the requirements for hedge accounting, and accumulated gains or losses related to the hedge have been recorded in equity, such gains or losses remain in equity and are amortized through other comprehensive income to net interest income over the remaining tenor of the hedged item.

**(viii) Principles for determination of fair value of financial instruments**

The best evidence of fair value is prices in an active market. Fair value measurements are categorized using a fair value hierarchy. The financial instruments carried at fair value in the Statement of Financial Position have been categorized under the three levels of the fair value hierarchy according to IFRS that reflect the significance of inputs. The categorization of these instruments is based on the lowest level of input that is significant to the fair value measurement in its entirety. SEK uses the following hierarchy for determining and disclosing the fair value of financial instruments, based on valuation techniques:

Level 1: quoted (unadjusted) prices in active markets for identical assets or liabilities;

Level 2: valuation models for which all inputs with a significant effect on the recorded fair value are observable, either directly or indirectly; and

Level 3: techniques which use inputs which have a significant effect on the recorded fair value that are not based on observable market data.

SEK recognizes transfers between levels of the fair value hierarchy in the beginning of the reporting period in which the change has occurred.

For all classes of financial instruments (assets and liabilities), fair value is established by using observable market prices or established valuation models. If the market for a financial instrument is not active, fair value is established by using a valuation technique. The objective of using a valuation technique is to establish what the transaction price would have been at the measurement date in an arm's length exchange based on normal business terms and conditions. Valuation techniques include using recent arm's length market transactions between knowledgeable, willing parties, if available. Reference to the current fair value of another instrument that is substantially the same can also be used. If the aforementioned are not available, discounted cash flow analysis or option pricing models may be used for assessing the instrument's value. Periodically, the valuation techniques are calibrated and tested for validity using prices from observable current market transactions in the same instruments, or based on any available observable market data, or compared with the counterparty's prices.

In calculating fair value with valuation models, SEK seeks to use liquid, observable market quotes (market data) as far as possible, to best reflect the market's view on prices. These market quotes are used, directly or indirectly, for the calculation of fair value. Examples of the indirect use of market data are:

the derivation of discount curves from observable market data, which is then interpolated to calculate the non-observable data points; and model parameters in quantitative models, which are used to calculate the fair value of a structured product, where the model is calibrated so that available market data can be used to recreate observable market prices on similar instruments.

In some cases, due to low liquidity in the market, there is no access to observable market data. In these cases, SEK follows market practice by basing its valuations on similar observable market data. One example is if there are no observable market prices for a bond it can be valued through a credit curve based on observable prices for instruments with the same credit risk.

For observable market data, SEK uses third-party information based on purchased contracts (such as Bloomberg). This type of information can be divided into two groups, with the first group consisting of directly observable prices and the second of market data calculated from the observed prices. SEK continuously assures the high quality of market data, and a thorough validation of market data is exercised quarterly in connection with the financial reporting.

For transactions that cannot be valued based on observable market data, the use of non-observable market data is necessary. Examples of non-observable market data are discount curves created using observable market data that are then extrapolated to calculate non-observable interest rates, correlations between different underlying market parameters and volatilities at long maturities. Correlations that are non-observable market data are calculated from time series of observable market data. The valuation models applied by SEK comply with accepted methods for pricing financial instruments. Fair value adjustments are applied by SEK when there are additional factors that market participants take into account and that are not captured by the valuation model. The independent risk function assesses the level of fair value adjustments to reflect counterparty risk, SEK's own credit rating and other non-observable parameters, where relevant.

Models for the valuation of financial instruments are approved by the Chief Financial Officer. New models for valuation are reported to the Board's Finance and Risk Committee annually, together with the applicable validation. The use of a valuation model demands a validation and an approval thereafter. Validation is conducted by the independent risk function. Analysis of significant non-observable market data, fair value adjustments and significant changes in fair values of level 3-instruments are reviewed on quarterly basis by plausibility checks.

**(ix) Determination of fair value of certain types of financial instruments**

*Derivatives.* Derivatives are recognized at fair value, and fair value is calculated based on established valuation models or market prices. When calculating fair value for derivative instruments, the impact on the fair value of the instrument related to credit risk (own or counterparty) is based on publicly quoted prices on credit default swaps of the counterparty or SEK, if such prices are available.

*Issued debt instruments.* When calculating the fair value of issued debt instruments, the effect on the fair value of SEK's own credit risk is assessed based on internally established models. These are if possible based on observable prices. In cases where observable prices are not available, recent transactions or spread against similar lender are used.

*Issued debt instruments that are compound financial instruments with embedded derivatives.* SEK issues debt instruments in many financial markets. A large portion of these are compound financial instruments with embedded derivatives. SEK's policy is to hedge the risks in these instruments using derivatives in order to obtain effective financial hedges. The entire compound financial instruments are irrevocably classified as financial liabilities measured at fair value through profit or loss, and accordingly derivatives are not separated. As there are no quoted market prices for these instruments, valuation models are used to calculate fair value. The method applied for calculating gains and losses that arise from changes in SEK's own credit risk (OCA) is based on the change in the credit risk for the financial liability from initial recognition. In practice, this means that OCA incorporates market movements not related to changes in benchmark rates or the embedded derivatives.

**(x) Impairment of financial assets**

The impairment of exposures are based on expected credit losses (ECL). All assets measured at amortized cost, including credit commitments and financial guarantees, are to be tested for any impairment. SEK uses both models and expert assessment to calculate reserves for expected credit losses. The degree of expert assessment depends on the models' results, materiality and available information and can be used to take into account factors that are not captured by the models. The model for calculating ECL is based on an exposure being at one of three different stages. Initially, all exposures were at stage 1. Stage 1 also includes exposures where the credit risk is no longer significantly higher and which have therefore been reclassified from stage 2. In stage 1, the ECL calculation should correspond to provisions based on expected credit losses for the forthcoming 12-month period (12mECL). Where the credit risk has increased significantly since initial recognition, the exposure is moved to stage 2. Stage 2 also includes exposures where the counterparty/exposure is no longer in default and which have therefore been reclassified from stage 3, as well as a smaller portion of exposures that lack an initial rating and where the rating is below BBB. In stage 2, the provision is based on expected credit losses over the remaining lending period of the asset (LTECL). If the exposure moves into default, it is moved to stage 3, where the ECL calculation continues to be based on LTECL. 12mECL comprises the part of LTECL that arises from expected credit losses based on the probability of default (PD) within 12 months of the reporting date. Both LTECL and 12mECL are calculated on an individual basis.

SEK has chosen to use credit rating models for all exposures, in other words, to calculate expected credit losses (ECL) by using the probability of default (PD), loss given default (LGD) and exposure at default (EAD).

*Significant increase in credit risk.* A significant increase in credit risk is a relative assessment, whereby the credit quality at the reporting date is compared with the initial credit quality when the exposure was recognized. The starting point when assessing what should be included as criteria for the assessment of credit risk is the existing process for following up credit risk and credit risk management within SEK. All counterparties are given a risk rating, which means that risk classification forms the basis for follow-up should a significant increase in credit risk occur. Moreover, other indicators currently in use to follow up credit risk in exposures and of counterparties, include the number of days past due, forbearance measures and other risk raising factors, such as deviations from covenants. These indicators are applied to assess credit risk and whether a significant increase in credit risk has occurred.

*Risk classification.* A significant increase in credit risk is defined based on a deterioration by a number of steps in the initial rating and where a separation is made between exposures with an initial rating of AAA to A - and others.

*Number of days past due.* SEK applies the presumption specifically stated in IFRS 9 and applies a more than 30-days-past-due criterion for receivables when assessing a significant increase in credit risk. All exposures that are more than 30-days-past-due will therefore be included in stage 2 and the LTECL will be calculated for these exposures. To ensure that there is no longer a significant increase in credit risk, a waiting period is applied following the resumption of payments and all past-due receivables being extinguished for the exposure. Appropriate waiting periods are assessed on an ongoing basis to, at any given time, ensure that a reasonable waiting period is set given SEK's exposures and payment structures.

*Forbearance measures.* Exposures encompassed by forbearance measures have a raised credit risk assessment and, therefore, will also be assessed as having a significant increase in credit risk on application of IFRS 9. Similar to the days-past-due criterion, a waiting period will be applied to ensure the exposure no longer has a raised credit risk at the time it is returned to stage 1. Appropriate waiting periods are assessed on an ongoing basis to, at any given time, ensure that a reasonable waiting period is set given SEK's exposures and the reasons the exposure was marked for forbearance.

*Other risk raising factors.* Other factors can exist that indicate an exposure or a counterparty has an increased credit risk, which are not captured by a change in the risk classification, days-past-due or forbearance measures. Examples of these include recurring waivers that impact credit risk, sector trends and extraordinary changes in the management and/or Board of Directors. To capture these risk-raising factors, management can conduct a specific qualitative assessment of the significant increase in credit risk at a counterparty. Since this assessment comprises a qualitative expert assessment, the waiting period for any transfer to stage 1 will be taken into consideration in the assessment and no extra waiting period will be applied.

*Default.* If the exposure moves into default, it is moved to stage 3, where the ECL calculation continues to be based on LTECL. Default is a key concept to the calculation of ECL, since ongoing assessments are made of how likely an exposure is to enter default and of the amount SEK is expected to lose on the exposure should it default.



In the financial reporting when applying IFRS 9, default is defined as:

SEK assesses that it is unlikely that the counterparty will meet its loan commitments in full, irrespective of whether collateral or guarantees are used, and independent of any overdue amount or the number of calendar days since they fell due for payment. This also includes special reasons, such as the risk counterparty's financial position or equivalent is such that it finds itself in a position which — from a creditor's perspective — does not correspond to any form of composition or insolvency procedure. This is termed "unlikely to pay."

The risk counterparty is more than 90 calendar days past due with the payment of a receivable.

If any exposure to a counterparty is deemed in default, all exposures to that counterparty are deemed in default. When an exposure or a counterparty that was previously classified as being in default no longer meets this definition, the exposure or counterparty should no longer be deemed in default. To ensure that default status no longer applies, a waiting period is applied after the moment the exposure or counterparty is no longer deemed to be in default and can accordingly return to stage 2.

*Calculation of expected credit losses (ECL).* The ECL is based on SEK's objective expectation of how much it will lose on the exposure given its knowledge on the reporting date and after taking into consideration what could occur in the future. The ECL is a probability-weighted amount that is determined by evaluating the outcome of several possible stages, and where the data taken into consideration comprises both information from previous conditions, the current conditions and forecasts of future economic conditions. The expected credit loss should be calculated on the gross counterparty, in other words the borrower, which means that the PD, as defined below, for the borrower is used in the model.

Moreover, the LGD should incorporate actual future expectations, in other words, all cash flows including guarantees. The calculation of ECL is point-in-time and the included parameters PD, LGD and EAD are all point-in-time and should not be confused with the corresponding parameters for capital adequacy.

*Probability of default (PD).* PD is the likelihood that a counterparty defaults on one or more exposures on a one-year horizon (for stage 1) or for the entire lending period (for stages 2 and 3). When calculating expected credit losses under IFRS 9, PD represents the probability of default at a specific point-in-time in an economic cycle (point-in-time PD). The most important data sources for PD models are Standard & Poor's, Federal Reserve and the Organization for Economic Co-operation and Development (OECD), where SEK obtains default statistics and transition matrices as well as macroeconomic series and GDP growth forecasts. SEK has chosen to create a PD segmentation at geographic level; North America, Europe and Rest of the world. SEK's method entails three scenarios being prepared for each PD curve: a base scenario, a downturn scenario, and an upturn scenario.

The three scenarios are defined by a weight allocated to each scenario; the weights should add up to 1, in other words 100 percent. The weights are prepared quarterly by a cross-functional group at SEK, and are then adopted by the CEO. By allocating a weight to each PD curve, SEK defines its expectations of future macroeconomic trends.

*Loss Given Default (LGD).* LGD is the amount expressed as a percentage of the credit exposure that on default, SEK expects to lose from the defaulting counterparty. The segments are used for preparing the LGD are Large corporates, Medium Enterprises, and Bank and Financial companies. Due to the low historic rate of default in SEK's lending, the LGD is modeled by using default data from Global Credit Data (GCD), with the exception of the Sovereign segment, where LGD is prepared based on a qualitative assessment.

When estimating expected losses in cash flows, collateral and other credit enhancements included in the terms and conditions are taken into consideration, subject to the prerequisite that they are not reported separately by the Company. The LGD used for estimating ECL should take into consideration all cash flows that could be collected in the case of a default. These also include the cash flows that SEK can expect from collateral and guarantees included in the terms and conditions. Accordingly, the LGD takes into consideration guarantees where the exposure guaranteed with a guarantee included in the terms and conditions unless an increased correlation between the borrower and the guarantee counterparty is deemed to exist.

*Exposure at default (EAD).* The impairment requirement under IFRS 9 applies for all financial assets measured at amortized cost. Moreover, this encompasses accepted undisbursed binding offers and financial guarantees issued, which are recognized off balance sheet until used. In the above regard, an assessment is to be made of the scope of the default by the borrower on default, since only that amount should be included in the ECL estimate. These are generally termed credit conversion factors (CCF).

The ECL estimate is performed based on the appearance of the exposure at default, which means that the repayment structure and any expectations in terms of early repayment or extension clauses in the agreement need to be considered when assessing the EAD. Based on the completed analyses, contractual maturities are assessed given the repayment structures as being a good approximation of the expected maturities on which the ECL is to be estimated. No specific pattern exists regarding early repayment, which could possibly comprise the basis for another approach.

For existing facilities (accepted, undisbursed), two different credit conversion factors (CCFs) exist depending on when default occurs: (1) for default within one year, calculated using default data from GCD; and (2) for default after one year, calculated using internal default data. For binding offers regarding existing facilities, CCFs are based on historic internal data regarding the proportion of binding offers that are used. CCFs are used together with the preliminary repayment plan for both the utilized and unutilized portions of existing facilities to model the future exposure on default.

For exposures in stage 3 where SEK has net risk, the impairment is not calculated in the ECL model, but the account manager calculates and proposes impairment based on established guidelines and methods. The Board's Credit Committee determines the impairment requirements for stage 3.

Impairment of an asset's carrying amount is made to a reserve account which, in the Consolidated Statement of Financial Position, reduces the line item to which it relates.

Charge-offs are recorded when a loss has been confirmed, that is that it is evident that it is highly unlikely that any remaining part of SEK's claim on a counterparty will be reimbursed within the foreseeable future and when there exists no guarantee or collateral covering the claim. Charge-offs may also be made once bankruptcy proceedings have been concluded and a final loss can be established, taking into account the value of any assets held by the bankruptcy estate and SEK's share of these assets.

Recoveries are recorded only if there is virtual certainty of collection, such as in the aftermath of a bankruptcy proceeding when the payment due to SEK has been finally determined.

Restructured loan receivables pertain to loan receivables where SEK has granted concessions to the borrower as a result of the borrower's deteriorated financial position. Following a restructure, normally, the loan receivable is no longer considered doubtful if the obligation is being met in compliance with the new terms and conditions. Concessions granted in connection with loan restructuring are regarded as credit losses.

#### **(i) Tangible assets**

Items of tangible assets are measured at cost, less accumulated depreciation and accumulated impairment losses. Cost includes expenditures that are directly attributable to the acquisition of the asset. Tangible assets are depreciated using the straight-line method over their estimated useful lives. The right-of-use assets according to IFRS 16 Leases are accounted for as tangible assets when the underlying assets are tangible assets. SEK accounts for right-of-use assets for rental premises as tangible assets.

#### **(j) Intangible assets**

Intangible assets comprise mainly the capitalized portion of investments in IT systems. Expenses that are directly attributable to large investments in the development of IT systems are recognized as intangible assets if they are expected to generate future economic benefits. The capitalized portion of investments in IT systems includes expenses related to the intangible asset, such as consulting fees and expenses for Group personnel who have contributed to producing the intangible asset. Each intangible asset is amortized using the straight-line method over an estimated useful life from the date the asset is available for use. Average useful lives are evaluated and reconsidered on a yearly basis. An annual impairment test is performed on intangible assets not yet used.

#### **(k) Employee benefits**

SEK sponsors both defined-benefit and defined-contribution pension plans.

**(i) Defined-contribution plans**

A defined-contribution pension means that the size of the premium is predetermined, such as is the case with the BTP1 and BTPK plans. A defined-contribution plan is a post-employment benefit plan under which an entity pays fixed contributions into a separate legal entity and has no legal or constructive obligation to pay further amounts. Obligations for contributions to defined-contribution pension plans are recognized as an employee benefit expense in profit or loss at the rate at which they are accrued by employees providing services to the entity during a period. Prepaid contributions are recognized as an asset to the extent that a cash refund or a reduction in future payments is available.

**(ii) Defined-benefit plans**

Defined-benefit pension plans means that the pension benefit is predetermined, such as is the case with the BTP2 plan. Defined-benefit plans are post-employment benefit plans other than defined-contribution plans. The present value of the net obligation for defined-benefit plans is calculated separately for each plan by estimating the amount of future benefits that employees have earned in return for their service in the current period and prior periods. The net obligation is recognized in the balance sheet at its present value less the fair value of any plan assets.

The cost for defined-benefit plans is allocated over the employee's service period. The calculation is performed annually by independent actuaries. The obligations are valued at the present value of the expected future disbursements, taking into consideration assumptions such as expected future pay increases, rate of inflation and mortality rates. The discount rate used is the equivalent of the interest rate on the reporting date for Swedish mortgage bonds, with a remaining term approximating that of the actual commitments. Changes in actuarial assumptions and experience-based adjustments to obligations may result in actuarial gains or losses. These actuarial gains and losses are reported together with the difference between the actual and expected return on pension assets in other comprehensive income as incurred. Service cost, gains/losses from changes in plans, and the interest net of pension assets and liabilities are recognized in profit or loss. SEK participate in various collective pension plans covering all employees. Sufficient information is available to allow the calculation of SEK's proportionate share in the defined-benefit liabilities, assets and the costs for these plans. The future costs of the plans may change accordingly if the underlying assumptions of the plans change.

**(l) Equity**

Equity in the Consolidated Group consists of the following items: share capital; reserves; retained earnings; and net profit for the year. Reserves consist of the following items: the reserve for fair value changes in respect of derivatives in cash flow hedges (hedge reserve); the reserve for fair value changes with respect to changes in SEK's credit risk (own credit risk reserve) and the reserve for remeasurement in respect of defined-benefit pension plans (reserve for defined-benefit pension plans).

**(m) Taxes**

Income tax on the profit or loss for the year comprises current and deferred taxes. Current tax is tax expected to be payable on taxable income for the fiscal year. Deferred tax is deferred taxes on temporary fiscal differences. Deferred tax is calculated with an expected tax rate of 20.6 percent (2021: 20.6 percent). Deferred tax is calculated on all taxable temporary differences, regardless of whether a given temporary difference is recognized in profit or loss, or through other comprehensive income. A temporary difference is the difference between the recognized and fiscal values of an asset or a liability.

**(n) Earnings per share**

Earnings per share are calculated as net profit divided by the average number of shares. There is no dilution of shares.

**(o) Statement of Cash Flows**

The Statement of Cash Flows shows inflows and outflows of cash and cash equivalents during the year. SEK's Statement of Cash Flows has been prepared in accordance with the indirect method, whereby operating profit is adjusted for effects of non-cash transactions such as depreciation and credit losses. The cash flows are classified under operating, investing and financing activities. Cash and cash equivalents include cash at banks where amounts can be immediately converted into cash and short-term deposits where the time to maturity does not exceed three months from the acquisition date.

**(p) Critical accounting policies, assumptions and estimates**

When adopting and applying the Group's accounting policies, in certain cases, management makes judgments and estimates that have a significant effect on the amounts recognized in the Financial Statements. These estimates are based on past experience and assumptions that the Company believes are fair and reasonable. These estimates and the judgments behind them affect the reported amounts of assets, liabilities, income and expenses as well as disclosures. Actual outcomes can later differ from the estimates and the assumptions made.

SEK considers the judgments made related to the following critical accounting policy to be the most significant:

Functional currency of the Parent Company

Furthermore, SEK has identified the following key sources of estimation uncertainty when applying IFRS:

Fair value assessments of certain financial instruments; and

Provisions for expected credit losses.

**(i) Functional currency of the Parent Company**

SEK has established that the Swedish krona (Skr) is its functional currency under IFRS. Large portions of its assets, liabilities and related derivatives are denominated in foreign currencies. Significant factors for judgment are that SEK's equity is denominated in Swedish kronor, its performance is evaluated based on a result expressed in Swedish kronor, and that a large portion of SEK's expenses, especially personnel expenses, other expenses and taxes, are denominated in Swedish kronor. SEK manages its foreign currency risk by hedging exposures between the Swedish krona and other currencies. See Note 26 for information on SEK's positions in foreign currency.

**(ii) Fair value assessments of certain financial instruments**

SEK recognizes a large part of the balance sheet at fair value, primarily interest-bearing securities recognized on the lines Treasuries/Government bonds and Other interest-bearing securities except loans, derivatives and issued debt. When financial instruments are recognized at fair value, these amounts are calculated on the basis of market prices, valuation models, valuations conducted by external parties and discounted cash flows. SEK's financial instruments are predominantly not subject to public trading and quoted market prices are not available. When recognizing the amounts for assets, liabilities and derivatives, as well as income and expenses, it is necessary to make assumptions and assessments regarding the fair value of financial instruments and derivatives, particularly if they comprise unquoted or illiquid securities or other instruments of debt. Should the conditions underlying these assumptions and assessments change, the recognized amounts would also change. Refer to Note 26 for further information about the impact on the value of financial assets and liabilities of a one percentage point movement in the market interest rate. Other valuation models or assumptions could produce different valuation results. SEK makes judgments regarding what the most appropriate valuation techniques are for the different financial instruments based on their categories. In all cases, the decision is based on a professional assessment pursuant to SEK's accounting and valuation policies. The use of a valuation model demands a validation and an approval thereafter. The valuation models applied by SEK comply with accepted methods for pricing financial instruments. Fair value adjustments are applied when there are additional factors that market participants take into account and that are not captured by the valuation model. A CVA (Credit Value Adjustment) and DVA (Debt Value Adjustment) are made to reflect the counterparty's credit risk and SEK's own credit rating, which affects the fair value of the derivatives (see Note 13, for fair value changes related to credit risk).

When financial assets or liabilities are recognized at fair value, the instruments are recognized at their full fair value, including any credit spreads. When quoted market prices are not available for such instruments, certain assumptions must be made about the credit spread of either the counterparty or one's own credit spread, depending on whether the instrument is an asset or a liability.

Developments in the financial markets have to some extent affected the prices at which SEK's debt is issued. These changes, which are different in different markets, have been included in the calculation of fair value for these liabilities. SEK issues debt instruments in many financial markets. A large portion of these are compound financial instruments with embedded derivatives. SEK's policy is to hedge the risks in these instruments using derivatives with corresponding structures in order to obtain effective economic hedges. Such compound financial instruments are classified as financial liabilities measured at fair value. As there mostly are no market quotes for this group of transactions, valuation models are used to calculate fair value. The gross value of these instruments and derivatives, which effectively hedge each other, requires complex judgments regarding the most appropriate valuation technique, assumptions and estimates. If other valuation models or assumptions are used, or if assumptions are changed, this could produce other valuation results. Excluding the impact on the valuation of credit spreads on SEK's own debt and basis spreads, such changes in fair value would generally offset each other.

SEK uses derivative instruments to mitigate and reduce risks attributable to financial assets and liabilities. In order to mitigate counterparty risk, i.e., the form of credit risk generated from derivative transactions, SEK enters into such transactions only with counterparties with good credit ratings. Moreover, SEK endeavors to enter into ISDA Master Agreements with Credit Support Annexes (CSAs) with its counterparties. This means that the highest allowed risk level is established in advance, regardless of what changes in market value may occur.

Derivatives are measured at fair value with reference to listed market prices where available. If market prices are not available, valuation models are used instead. SEK uses a model to adjust the fair value of the net exposure for changes in SEK's or the counterparty's credit quality. The models use directly observable market parameters if such are available.

As of December 31, 2022, financial assets and liabilities for which valuation models were used, and where market inputs with a significant effect on the recorded fair value were observable (level 2) amounted to Skr 59 billion (2021: Skr 32 billion) and Skr 11 billion (2021: Skr 19 billion), 16 percent (2021: 10 percent) and 3 percent (2021: 6 percent) of total financial assets and total financial liabilities, respectively. Financial assets and liabilities for which valuation included significant non-observable parameters (level 3) amounted to Skr 0 billion (2021: Skr 0 billion) and Skr 31 billion (2021: Skr 35 billion), 0 percent (2021: 0 percent) and 9 percent (2021: 11 percent) of total financial assets and total financial liabilities respectively. The assessment of non-observable parameters included in models for assessing market value are associated with subjectivity and uncertainty, which can impact the results recognized for specific positions. Despite SEK using appropriate valuation models which are consistent with those used in the market, other models and assumptions for determining the fair value of financial instruments could result in other fair value estimates on the reporting date. At December 31, 2022, the total minimum and maximum effects of changing one or more non-observable parameters to reflect the assumptions under other reasonable circumstances for level 3 instruments amounted to Skr -155 million (2021: Skr -122 million) and Skr 155 million (2021: Skr 122 million), respectively. Refer to Note 13 for information regarding value changes for assets and liabilities if non-observable market parameters are changed and section (h) (viii) above for the Principles for determination of fair value of financial instruments.

### **(iii) Provisions for expected credit losses**

Provisions are estimated using quantitative models, which incorporate inputs, assumptions and methodologies that involve a high degree of management judgment. In particular, the following can have a significant impact on the level of impairment provisions: determination of a significant increase in credit risk, incorporation of forward-looking macroeconomic scenarios and measurement of both 12-month and lifetime expected credit losses. A significant increase in credit risk is defined by SEK based on a deterioration by a number of steps from the initial rating. On December 31, 2022 if the definition of significant increase in credit risk had been one less step of deterioration, the impairments would have been Skr 15 million higher (2021: Skr 1 million), and if the definition had been one more step of deterioration, the impairments would have been Skr 0 million lower (2021: Skr 0 million). SEK's method of calculating probability of default entails three scenarios being prepared for each PD curve. The three scenarios are defined by a weight allocated to each scenario. On December 31, 2022 if the probability of a downturn scenario, or an upturn scenario, would have been weighted with 100 percent probability, the impairments would have been Skr 42 million higher (2021: Skr 5 million) or Skr 79 million lower (2021: Skr 5 million), respectively. On December 31, 2022, SEK's total lending including off-balance sheet exposures amounted to Skr 354 billion (2021: Skr 298 billion) and the related impairment reserve amounted to Skr 223 million (2021: Skr 164 million). If, for example, the actual amount of total future cash flow were to have been 10 percent higher or lower than the estimate, this would have affected operating profit for the fiscal year ended December 31, 2022 by an additional approximately Skr 22 million (2021: Skr 16 million) and equity at the same date by approximately Skr 18 million (2021: Skr 13 million). A higher total future cash flow would affect operating profit and equity positively, while a lower total future cash flow would affect operating profit and equity negatively.

**(q) New standards and amendments to standards and interpretations not yet adopted and considered relevant to SEK**

No IFRS or IFRS IC interpretations that are not yet applicable are expected to have a material impact on SEK's Financial Statements, capital adequacy or large exposure ratios.

**Note 2. Net interest income**

Skr mn	2022	2021	2020
<b>Interest income</b>			
Loans to credit institutions	506	131	236
Loans to the public	5,106	3,782	4,210
Loans in the form of interest-bearing securities	1,114	776	897
Interest-bearing securities excluding loans in the form of interest-bearing securities	535	50	242
Derivatives	-797	-2,239	-1,708
Administrative remuneration CIRR-system <sup>1</sup>	237	198	197
Other assets	28	21	34
<b>Total interest income</b>	<b>6,729</b>	<b>2,719</b>	<b>4,108</b>
<b>Interest expenses</b>			
Interest expenses excl. resolution fee	-4,353	-724	-2,076
Resolution fee	-88	-88	-86
Risk tax	-109	—	—
<b>Total interest expenses</b>	<b>-4,550</b>	<b>-812</b>	<b>-2,162</b>
<b>Net interest income</b>	<b>2,179</b>	<b>1,907</b>	<b>1,946</b>

<sup>1</sup> Including administrative remuneration for concessionary loans by Skr 1 million (2021: Skr 1 million).

Skr mn	2022	2021	2020
<b>Interest income were related to:</b>			
Financial assets at fair value through profit or loss	-32	-1,750	-1,070
Derivatives used for hedge accounting	-183	-439	-396
Financial assets at amortized cost	6,944	4,908	5,574
<b>Total interest income</b>	<b>6,729</b>	<b>2,719</b>	<b>4,108</b>
<b>Interest expenses were related to:</b>			
Financial liabilities at fair value through profit or loss	1,346	530	725
Financial assets measured at fair value through profit or loss - negative interest on income	-37	-73	-60
Financial assets measured at amortized cost - negative interest income	0	0	0
Derivatives used for hedge accounting	-1,405	2,146	1,904
Financial liabilities at amortized cost	-4,454	-3,415	-4,731
<b>Total interest expenses</b>	<b>-4,550</b>	<b>-812</b>	<b>-2,162</b>
<b>Net interest income</b>	<b>2,179</b>	<b>1,907</b>	<b>1,946</b>

**Interest income geographical areas**

Skr mn	2022	2021	2020
Sweden	1,907	863	1,223
Europe except Sweden	1,071	-944	-166
Countries outside of Europe	3,751	2,800	3,051
<b>Total interest income</b>	<b>6,729</b>	<b>2,719</b>	<b>4,108</b>

### Interest income per product group

Skr mn	2022	2021	2020
Lending to Swedish exporters	2,714	1,596	1,921
Lending to exporters' customers <sup>1</sup>	1,782	932	1,229
Liquidity	2,233	191	958
<b>Total interest income</b>	<b>6,729</b>	<b>2,719</b>	<b>4,108</b>

1 In interest income for Lending to exporters' customers, Skr 236 million (2021: Skr 197 million) represents remuneration from the CIRRR-system, see Note 24.

### Note 3. Net fee and commissions expense

Skr mn	2022	2021	2020
<b>Fee and commissions earned were related to:</b>			
Lending	3	2	1
<b>Total</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>Commissions incurred were related to:</b>			
Custodian- and bank fees	-10	-9	-10
Brokerage	-2	-2	-4
Other commissions incurred	-22	-20	-29
<b>Total</b>	<b>-34</b>	<b>-31</b>	<b>-43</b>
<b>Net fee and commissions expense<sup>1</sup></b>	<b>-31</b>	<b>-29</b>	<b>-42</b>

1 Skr -29 million (2021: Skr -27 million) includes financial assets and liabilities not measured at fair value through profit or loss.

### Note 4. Net results of financial transactions

Skr mn	2022	2021	2020
<b>Derecognition of financial instruments not measured at fair value through profit or loss:</b>			
Financial assets at amortized cost	9	33	14
<b>Financial assets or liabilities at fair value through profit or loss:</b>			
Designated upon initial recognition (FVO) <sup>1</sup>	2,004	-569	-488
Mandatorily	-2,023	582	466
<b>Financial instruments under fair value hedge accounting:</b>			
Net results of the hedging instrument	-7,976	-3,397	1,277
Net results of the hedged item	8,064	3,409	-1,191
Currency exchange-rate effects on all assets and liabilities excl. currency exchange-rate effects related to revaluation at fair value	-9	-2	5
<b>Total net results of financial transactions</b>	<b>69</b>	<b>56</b>	<b>83</b>

**Note 5. Personnel expenses**

Skr mn	2022	2021	2020
Salaries and remuneration to the Board of Directors and the CEO	-8	-8	-7
Salaries and remuneration to Senior Executives	-24	-25	-25
Salaries and remuneration to other employees	-201	-173	-168
Pensions	-72	-66	-64
Social insurance	-78	-70	-68
Other personnel expenses	-19	-17	-15
<b>Total personnel expenses</b>	<b>-402</b>	<b>-359</b>	<b>-347</b>

The combined total of the remuneration excluding benefits to senior executives, excluding the CEO of the Parent Company, amounted to Skr 23 million (2021: Skr 25 million). Of the remuneration to senior executives, Skr 24 million (2021: Skr 25 million) is pensionable. Of the remuneration to the CEO of the Parent Company, Skr 5 million (2021: Skr 5 million) is pensionable. For all employees, excluding the CEO, SEK follows collective agreements between the Banking Institution Employers' Organization (BAO) and trade unions. The salary ratio of CEO to median employee is 8.75 (2021: 8.75). The percentage increase of the salary ratio of CEO to median employee is 0.



**Remuneration and other benefits to the Board of Directors and Senior Executives in the Consolidated Group**

2022 Skr thousand	Fee, includes committee fee	Fixed remuneration <sup>1</sup>	Other benefits <sup>2</sup>	Pension fee <sup>3</sup>	Total
<b>Chairman of the Board of Directors:</b>					
Lennart Jacobsen <sup>4</sup> , from March 24, 2022	-470	—	—	—	-470
Lars Linder-Aronson, resigned March 24, 2022	-154	—	—	—	-154
<b>Other members of the Board of Directors:</b>					
Lennart Jacobsen <sup>4</sup> ,	-79	—	—	—	-79
Anna Brandt <sup>5</sup>	—	—	—	—	—
Reinhold Geijer	-348	—	—	—	-348
Eva Nilsagård	-335	—	—	—	-335
Hans Larsson, resigned March 24, 2022	-85	—	—	—	-85
Hanna Lagercrantz <sup>5</sup>	—	—	—	—	—
Håkan Berg, from March 24, 2022	-276	—	—	—	-276
Paula da Silva, from March 24, 2022	-266	—	—	—	-266
Katarina Ljungqvist, from March 24, 2022	-266	—	—	—	-266
<b>Senior Executives:</b>					
Magnus Montan, Chief Executive Officer (CEO) <sup>6</sup>	—	-5,434	-19	-1,668	-7,121
Per Åkerlind, Deputy Chief Executive Officer, resigned June 30, 2022	—	-1,772	-17	-652	-2,441
Karl Johan Bernerfalk, General Counsel, Head of Legal and Procurement	—	-1,802	-34	-668	-2,504
Andreas Ericson, Head of International Finance, resigned March 31, 2022	—	-509	-9	-175	-693
Pontus Davidsson, Head of International Finance, from September 8, 2022	—	-981	-5	-196	-1,182
Stefan Friberg, Chief Financial Officer (CFO)	—	-3,018	-17	-608	-3,643
Teresa Hamilton Burman, Chief Credit Officer (CCO)	—	-2,465	-37	-604	-3,106
Jens Hedar, Head of Client Relationship Management	—	-2,454	-18	-803	-3,275
Peter Svensén, Chief Risk Officer (CRO), resigned December 11, 2022	—	-2,525	-30	-593	-3,148
Anna-Lena Söderlund, Chief Risk Officer (CRO), from December 12, 2022	—	-89	-1	-38	-128
Sirpa Rusanen, Chief Human Resources Officer (CHRO), resigned September 15, 2022	—	-1,254	-17	-479	-1,750
Jenny Lilja Lagercrantz, Chief Human Resources Officer (CHRO), from September 16, 2022	—	-613	-4	-169	-786
Susanna Rystedt, Head of Strategy, Business Development and Communications	—	-2,532	-28	-839	-3,399
Maria Simonson, Chief Sustainability Officer (CSO), from April 1, 2022	—	-1,575	-12	-433	-2,020
Madeleine Widaeus, Chief Information Officer (CIO), resigned January 31, 2022	—	-144	-1	-54	-199
Pia Melke, Chief Information Officer (CIO), from February 1, 2022, resigned April 30, 2022	—	-310	-3	-93	-406
Tomas Nygård, Chief Information Officer (CIO), from May 1, 2022	—	-1,272	-11	-348	-1,631
<b>Total</b>	<b>-2,279</b>	<b>-28,749</b>	<b>-263</b>	<b>-8,420</b>	<b>-39,711</b>

1 Predetermined salary or other compensation such as holiday pay and allowances.

2 Other benefits consist of, for example, subsistence benefits.

3 Includes premiums for insurance, covering sickness benefits for prolonged illness and other public risk insurance as a result of collective pension agreements.

4 Lennart Jacobsen was a member of the Board until March 23, 2022 and Chairman from March 24, 2022.

5 Remuneration is not paid from the Company to the representatives on the Board of Directors who are employed by the owner, the Swedish Government.

6 The retirement age of the CEO, Magnus Montan, is 65 years and the pension fee is 30 percent of his fixed salary.

**Remuneration and other benefits to the Board of Directors and Senior Executives in the Consolidated Group**

2021 Skr thousand	Fee, includes committee fee	Fixed remuneration <sup>1</sup>	Other benefits <sup>2</sup>	Pension fee <sup>3</sup>	Total
<b>Chairman of the Board of Directors:</b>					
Lars Linder-Aronson	-609	—	—	—	-609
<b>Other members of the Board of Directors:</b>					
Lennart Jacobsen, from March 24, 2021	-238	—	—	—	-238
Anna Brandt <sup>4</sup>	—	—	—	—	—
Reinhold Geijer	-318	—	—	—	-318
Eva Nilsagård	-334	—	—	—	-334
Hans Larsson	-334	—	—	—	-334
Hanna Lagercrantz <sup>4</sup>	—	—	—	—	—
Cecilia Ardröm, resigned March 24, 2021	-83	—	—	—	-83
Ulla Nilsson, resigned March 24, 2021	-84	—	—	—	-84
<b>Senior Executives:</b>					
Catrin Fransson, Chief Executive Officer (CEO) <sup>5</sup> , resigned July 15, 2021	—	-3,130	-15	-896	-4,041
Magnus Montan, Chief Executive Officer (CEO) <sup>5</sup> , from July 16, 2021	—	-2,459 <sup>6</sup>	-8	-837	-3,304
Per Åkerlind, Deputy Chief Executive Officer	—	-3,544	-20	-1,266	-4,830
Karl Johan Bernerfalk, General Counsel, Head of Legal and Sustainability Analysis	—	-1,643	-35	-574	-2,252
Andreas Ericson, Head of International Finance	—	-2,020	-34	-646	-2,700
Stefan Friberg, Chief Financial Officer (CFO)	—	-3,007	-16	-532	-3,555
Teresa Hamilton Burman, Chief Credit Officer (CCO)	—	-2,459	-30	-529	-3,018
Jens Hedar, Head of Client Relationship Management	—	-2,485	-17	-721	-3,223
Petra Könberg, Head of Marketing and Communications, resigned November 30, 2021	—	-1,219	-31	-427	-1,677
Peter Svensén, Chief Risk Officer (CRO)	—	-2,624	-26	-555	-3,205
Sirpa Rusanen, Chief Human Resources Officer (CHRO)	—	-1,749	-24	-687	-2,460
Susanna Rystedt, Head of Strategy, Business Development and Communications	—	-2,552	-16	-804	-3,372
Madeleine Widæus, Chief Information Officer (CIO)	—	-1,749	-16	-520	-2,285
<b>Total</b>	<b>-2,000</b>	<b>-30,640</b>	<b>-288</b>	<b>-8,994</b>	<b>-41,922</b>

1 Predetermined salary or other compensation such as holiday pay and allowances.

2 Other benefits consist of, for example, subsistence benefits.

3 Includes premiums for insurance covering sickness benefits for prolonged illness and other public risk insurance as a result of collective pension agreements.

4 Remuneration is not paid from the Company to the representatives on the Board of Directors who are employed by the owner, the Swedish Government.

5 The retirement age of the former CEO, Catrin Fransson and the current CEO, Magnus Montan, is 65 years and the pension fee is 30 percent of their respective fixed salary.

6 Employed since June 1, 2021.

**Remuneration and other benefits to the Board of Directors and Senior Executives in the Consolidated Group**

2020 Skr thousand	Fee, includes committee fee	Fixed remuneration <sup>1</sup>	Other benefits <sup>2</sup>	Pension fee <sup>3</sup>	Total
<b>Chairman of the Board of Directors:</b>					
Lars Linder-Aronson	-588	—	—	—	-588
<b>Other members of the Board of Directors:</b>					
Cecilia Ardström	-322	—	—	—	-322
Anna Brandt <sup>4</sup>	—	—	—	—	—
Reinhold Geijer	-288	—	—	—	-288
Eva Nilsagård	-297	—	—	—	-297
Ulla Nilsson	-322	—	—	—	-322
Hans Larsson	-302	—	—	—	-302
Hanna Lagercrantz <sup>4</sup>	—	—	—	—	—
<b>Senior Executives:</b>					
Catrin Fransson, Chief Executive Officer (CEO) <sup>5</sup>	—	-5,234	-33	-1,536	-6,803
Per Åkerlind, Deputy Chief Executive Officer and Head of Strategic Partnerships and Relations	—	-3,527	-31	-1,257	-4,815
Karl Johan Bernerfalk, General Counsel, Head of Legal	—	-1,576	-31	-552	-2,159
Andreas Ericson, Head of Mid Corporates	—	-2,024	-32	-631	-2,687
Stefan Friberg, Chief Financial Officer (CFO)	—	-2,964	-18	-515	-3,497
Teresa Hamilton Burman, Chief Credit Officer (CCO)	—	-2,389	-18	-524	-2,931
Jens Hedar, Head of Large Corporates	—	-2,316	-18	-635	-2,969
Petra Könberg, Head of Marketing and Communications	—	-1,286	-34	-428	-1,748
Peter Svensén, Chief Risk Officer (CRO)	—	-2,597	-26	-569	-3,192
Sirpa Rusanen, Chief Human Resources Officer (CHRO)	—	-1,719	-22	-675	-2,416
Susanna Rystedt, Head of Business Development, Business Support and Transformation	—	-2,501	-16	-788	-3,305
Madeleine Widaeus, Chief Information Officer (CIO)	—	-1,671	-16	-493	-2,180
<b>Total</b>	<b>-2,119</b>	<b>-29,804</b>	<b>-295</b>	<b>-8,603</b>	<b>-40,821</b>

1 Predetermined salary or other compensation such as holiday pay and allowances.

2 Other benefits consist of, for example, subsistence benefits.

3 Includes premiums for insurance covering sickness benefits for prolonged illness and other public risk insurance as a result of collective pension agreements.

4 Remuneration is not paid from the Company to the representatives on the Board of Directors who are employed by the owner, the Swedish Government.

5 The retirement age of the former CEO, Catrin Fransson, is 65 years and the pension fee is 30 percent of her fixed salary.

**Total Expenditure on Remuneration**

Finansinspektionens (the Swedish FSA's) regulations (FFFS 2011:1) regarding remuneration structures in credit institutions, investment firms and fund management companies licensed to conduct discretionary portfolio management apply to SEK. Moreover, SEK applies the government's ownership policy and guidelines on terms of employment for senior executives at state-owned companies 2020. In accordance with these regulations, SEK's Board has prepared a proposal for a set of guidelines for the remuneration of senior executives at SEK, which was adopted at the 2021 Annual General Meeting. The guidelines stipulate that salary and remuneration to the senior executives of SEK should be fair and reasonable. They should also be competitive, capped and appropriate as well as contribute to good ethical principles and corporate culture. Remuneration should not be higher than at comparable companies, and should be reasonable. Remuneration to senior executives consists of fixed salary, severance pay, pension benefits and other benefits.

SEK's remuneration system is designed to promote sound and effective risk management and restrict excessive risk-taking. Remuneration to employees is mainly determined at fixed amounts.

SEK's Board of Directors' Remuneration Committee (the "Remuneration Committee") prepares proposals for decision by the Board relating to remuneration policy for the Company, on total remuneration for the CEO, for other members of the executive management team, for the Head of Compliance, and for other employees reporting directly to the CEO, as well as on the terms and conditions for and the outcome of the Company's variable remuneration system. The Remuneration Committee also prepares and handles overall issues relating to remuneration (salaries, pension and other benefits), measures aimed at applying SEK's remuneration policy, and issues relating to succession planning. Further, the Remuneration Committee prepares overall instructions for remuneration issues that it deems necessary. The Remuneration Committee also ensures that the relevant oversight department, together with the Remuneration Committee, annually reviews and evaluates the Company's remuneration systems and also reviews whether such systems comply with the Company's remuneration policy and relevant instructions regarding remuneration. The outcome is presented to the Board in a separate report on the same day as the annual report is submitted. The Remuneration Committee met three times in 2022.

The Company only has one variable remuneration system, individual variable compensation ("IRE"). Within this system, permanent staff who have customer or business responsibility, but are not members of senior management, are offered the opportunity to receive individual variable remuneration. IRE has been around since 2017 and should be evaluated on a yearly basis. The result of the evaluations shall be reported to the Remuneration Committee.

The IRE system is discretionary in nature, in that all outcomes are subject to deferred payment and the Board takes all decisions regarding results and payments. Before an individual receives any IRE payment, the payment is subject to testing at three different levels: the Company level, the Department level and the Individual level. The test at the Company level is the basis for any IRE outcome. The outcome at the Company level is conditional on the actual return exceeding a predetermined target. If appropriate, actual return is adjusted for the impact of non-operational items and unexpectedly high risk-taking. Of the profit that corresponds to any excess return, a percentage accrues to the IRE at the Company level. The outcome at the Company level is capped at a maximum of two months' salary, calculated on the basis of all Company employees entitled to IRE. In the case of a positive outcome at the Company level, the next step is to test at the Department level. This test assesses the outcome at the Department level in relation to the department's quantitative targets. If the targets have not been reached, the outcome at the Company level is reduced for all members of the department. The remainder after this test comprises the outcome at the Department level, which is capped at a maximum of two months' salary, calculated on the basis of all department's employees entitled to IRE. The final test is at the Individual level. This test assesses the behavior and performance of individuals. For each individual, the outcome following the test at the Individual level is subject to a floor of zero and a ceiling of the lower amount corresponding to 1.5 times the outcome at the main function level or an amount corresponding to EUR 50,000. Accordingly, the maximum outcome for any individual is three months' salary or an amount corresponding to EUR 50,000. The total outcome for all employees encompassed by IRE in a department must be within the outcome at the Department level. The Company pays payroll taxes on any IRE paid.

SEK's remuneration policy is designed in such a way that the Company may decide that remuneration that is subject to deferred disbursement may be withheld, in part or full, if it subsequently transpires that the performance criteria have not been fulfilled or if the employee has breached certain internal rules. The same applies if disbursement would not be justifiable by the Company's financial situation. Moreover, the outcome may also be adjusted if credit losses, or recoveries of credit losses, have occurred after the relevant income year, but are deemed to be attributable to that year.

For all employees subject to IRE, the disbursement plan states that 40 percent of the outcome will be disbursed in the year following the income year to which the remuneration relates, and 20 percent will be disbursed in each of the three subsequent years.

As part of its strategic analysis and planning, the Company undertakes an annual process for internal capital and liquidity assessment. As part of this assessment, an analysis is conducted with the aim of identifying employees, whose work duties have a material impact on SEK's risk profile, including risks related to the Company's remuneration policy and remuneration system. The outcome of this analysis is taken into account when designing the remuneration systems in order to promote sound and efficient risk management and to restrict excessive risk-taking. No employees receive remuneration of EUR 1 million or more per fiscal year. No new agreements containing variable remunerations have been established during the year.

The CEO's, Magnus Montan, terms of employment comply with the Guidelines for Terms of Employment for Senior Executives in State-owned Companies 2020.

SEK pays an old-age and survivors' pension amounting to 30 percent of the CEO's pensionable salary. The retirement age for the CEO is 65.

For the CEO, SEK pays premiums for insurance for sickness benefits for prolonged illness, other collective risk insurance corresponding to those applicable under the pension plan between the Swedish Banking Institutions and the Financial Sector Union of Sweden ("BTP") as well as private healthcare insurance under Skandia and travel insurance. Other benefits payable to the CEO include per diem allowances. The CEO is entitled to six months' notice prior to termination initiated by SEK and severance pay corresponding to 12 months' salary. A deduction is made for any income arising from new employment.

The retirement age is 65 for all senior executives. The pension terms, conditions for termination of employment and other terms of employment for the senior executives follow the current Guidelines for Terms of Employment for Senior Executives in State-owned Companies 2020, where the BTP plan is included as an approved, collectively bargained, defined-benefit and defined-contribution pension plan. Since the 2017 Annual General Meeting, the new guidelines apply when appointing new senior executives at SEK. Pension provisions for senior executives in SEK are limited to 30 percent of pensionable income for retirement and survivors' pension. Due to SEK's implementation of a defined-benefit pension plan, the BTP plan, resulting from a collective agreement between the BAO and the Financial Sector Union of Sweden, covering employees in the banking and finance industries, the contribution for retirement and survivors' pension can exceed 30 percent. In 2021, parties to the Banking Institutions Employers' Organization (BAO) agreement area agreed to strengthen the provision for occupational pensions under the BTP plan. The expanded provision means that the employer will make an additional contribution of 2 percent to the occupational pension. This is enabled by exchanging a holiday pay supplement of 1.45 percent for a higher pension premium. SEK began to apply the enhanced pension on January 1, 2022.

For the senior executives, SEK pays premiums for insurance for sickness benefits for prolonged illness, other collective risk insurance arising out of applicable collective agreements as well as travel insurance and private health insurance. Other benefits offered by the employer include per diem allowances and household services.

## Pensions

The employees of SEK have a collectively bargained pension plan through the BTP plan, which is the most significant pension plan for salaried bank employees in Sweden. The BTP plan is funded by means of insurance with the insurance companies SPP and SEB.

### Total pension cost for defined benefit and defined contribution obligations

Skr mn	2022	2021	2020
Service cost	-5	-7	-5
Regulation of pension obligations	0	0	0
Interest cost, net	-1	-1	-1
<b>Pension cost for defined benefit pensions, incl. payroll tax</b>	<b>-6</b>	<b>-8</b>	<b>-6</b>
Pension cost for defined contribution pension cost incl. payroll tax	-66	-58	-58
<b>Pension cost recognized in personnel costs</b>	<b>-72</b>	<b>-66</b>	<b>-64</b>
Actuarial gains (+) and losses (-) on defined benefit obligation during period	92	23	-2
Return above expected return, gains (+) and losses (-) on plan assets	-28	1	3
Change in the effect of the asset ceiling excluding interest	-21	—	—
<b>Revaluation of defined benefit plans</b>	<b>43</b>	<b>24</b>	<b>1</b>

### Net value of defined benefit pension obligations

Skr mn	2022	2021	2020
Defined benefit obligations	167	258	277
Plan assets	-180	-201	-195
Restriction due to the asset ceiling	21	—	—
<b>Provision for pensions, net obligation<sup>1</sup></b>	<b>8</b>	<b>57</b>	<b>82</b>

1 See Note 21.

### Development of defined benefit obligations

Skr mn	2022	2021	2020
<b>Defined benefit obligation, opening balance</b>	<b>258</b>	<b>277</b>	<b>272</b>
Service cost	5	7	6
Interest cost	4	3	5
Pension Payments incl. special payroll tax	-8	-7	-9
Actuarial gains (-) and losses (+), effect due to changed demographic assumptions	—	-2	—
Actuarial gains (-) and losses (+), effect due to changed financial assumptions	-98	-24	12
Actuarial gains (-) and losses (+), effect due to experience based outcome	6	4	-9
<b>Defined benefit obligation, closing balance</b>	<b>167</b>	<b>258</b>	<b>277</b>

### Development of plan assets related to defined benefit obligation

Skr mn	2022	2021	2020
<b>Fair value of plan assets, opening balance</b>	<b>201</b>	<b>195</b>	<b>189</b>
Expected return on plan assets	4	2	3
Contributions by the employer <sup>1</sup>	10	9	7
Benefits paid <sup>2</sup>	-7	-6	-8
Return on plan assets excluding interest income	-28	1	4
<b>Fair value of plan assets, closing balance</b>	<b>180</b>	<b>201</b>	<b>195</b>

1 Expected contribution from the employer in the following year is Skr 6 million (2021: Skr 6 million), excluding payroll tax.

2 Expected compensation paid in the following year is Skr 8 million (2021: Skr 7 million).

### Distribution of plan assets related to defined benefit obligation

Skr mn	2022	2021	2020
Domestic equity investments	4	4	4
Foreign equity investments	22	24	23
Domestic government bonds	29	34	41
Domestic corporate bonds	9	12	18
Mortgage bonds	39	57	53
Other Investments	48	44	33
Properties	29	26	23
<b>Total plan assets</b>	<b>180</b>	<b>201</b>	<b>195</b>

### Principal actuarial assumptions used end of year

Percent	2022	2021	2020
Discount rate	4.0	1.8	1.25
Assumption of early pension withdrawal	20.0	20.0	20.0
Expected salary increase	2.0	2.0	2.0
Expected inflation	2.0	2.0	1.8
Expected lifetime	DUS21	DUS21	DUS14
Expected turnover	5.0	5.0	5.0

### Sensitivity analysis of essential assumptions

Skr mn	Negative outcome			Positive outcome		
	2022	2021	2020	2022	2021	2020
Discount rate	-1%	-1%	-1%	+1%	+1%	+1%
Defined benefit obligation	227	329	358	151	206	218
Service cost	4	7	9	3	4	5
Interest cost	6	2	1	7	6	5
Expected lifetime	+1 year	+1 year	+1 year	-1 year	-1 year	-1 year
Defined benefit obligation	193	270	291	176	245	264
Service cost	3	5	7	3	5	7
Interest cost	7	5	4	6	4	3

### Net reconciliation of pension liabilities

Skr mn	2022	2021	2020
<b>Pension liabilities, opening balance</b>	<b>57</b>	<b>82</b>	<b>83</b>
Net periodic pension cost	6	8	8
Contributions by the employer	-10	-8	-7
Net pension payments	-2	-1	-1
Revaluations recognized in other comprehensive income	-43	-24	-1
<b>Pension liabilities, closing balance</b>	<b>8</b>	<b>57</b>	<b>82</b>

Net interest is calculated using the discount rate of pension obligations, based on the net surplus or net deficit in the defined benefit plan.

Pension expense in 2022 for defined benefit pensions amounts to Skr 6 million (2021: Skr 8 million).

As of December 31, 2022, the expected weighted average remaining service time for active employees was 11.68 years (2021: 12.80 years), the expected weighted average duration for the present value was 15.75 years (2021: 19.03 years) and the average salary for active employees was Skr 0.9 million (2021: Skr 0.9 million).

### Discount rate

The discount rate is based on the estimated interest curve of Swedish mortgage bonds, as this market is regarded as liquid enough to be used for this purpose. The discount rate is based on market expectations at the end of the accounting period, using bonds with the same duration as the pension liability.

### Expected early retirement

According to the transitional rule for § 8 in the BTP-plan, the calculation includes the assumption that 20 percent of the employees use the possibility for early retirement. The earliest retirement age is 61 for employees born 1956 or earlier. Employees born 1967 or later have no right to retire before age 65.

**Expected return on plan assets**

Expected return on plan assets is equal to the discount rate as regulated in IAS 19.

**Expected salary increase**

The assumption of salary increase is based on SEK's assessment of the long-term salary increase rate in SEK.

**Expected inflation**

The expected inflation is in line with Swedish inflation-linked bonds.

**Expected employee turnover**

Expected employee turnover is based on SEK's assessment of the long-term expected Company staff attrition during one year.

**Average number of employees**

	2022	2021	2020
Women	132	127	123
Men	134	129	125
<b>Total average number of employees</b>	<b>266</b>	<b>256</b>	<b>248</b>

**Employees at year-end<sup>1</sup>**

Number	2022	2021	2020
Women	137	132	125
Men	146	132	128
<b>Total employees<sup>2</sup></b>	<b>283</b>	<b>264</b>	<b>253</b>
<i>of which full-time employees</i>	267	259	247
<i>allocation of women/men</i>	48/52	49/51	49/51
<i>of which part-time employees</i>	5	5	6
<i>allocation of women/men</i>	80/20	80/20	83/17
<i>of which permanent employees</i>	281	263	253
<i>allocation of women/men</i>	48/52	50/50	49/51
<i>of which temporary employees</i>	2	1	0
<i>allocation of women/men</i>	50/50	0/100	0/0
<i>of which hourly employees<sup>3</sup></i>	11	—	—
<i>allocation of women/men</i>	55/45	—	—
<i>of which managers</i>	31	33	31
<i>of which non-management</i>	252	231	222

1 Information collected from the HR system.

2 In addition to its employees, SEK had 72 consultants (2021: 73 consultants) engaged at year-end 2022, of which the majority work with IT-related projects.

3 Hourly employees were excluded in previous years.

**Employees by age distribution**

Number	2022	2021	2020
<b>Total employees</b>	<b>283</b>	<b>264</b>	<b>253</b>
<i>of which under the age of 30 years</i>	9%	4%	5%
<i>of which between ages 30 and 50 years</i>	45%	50%	48%
<i>of which over the age of 50 years</i>	46%	46%	47%



### Employee turnover

Number	2022	2021	2020
Employees who left employment	38	20	16
of which women	19	7	8
of which men	19	13	8
of which under the age of 30 years	2	1	0
of which between 30 and 50 years	19	9	12
of which over 50 years	17	10	4

### Health

Percent	2022	2021	2020
Absence due to sickness <sup>1</sup>	2.9	3.5	2.1

1 Number of hours of absence due to sickness in relation to scheduled working hours.

### Equality and diversity

	2022	2021	2020
Allocation of women/men on the Board of Directors	63/37	43/57	62/38
Allocation of women/men in SEK's executive management	45/55	36/64	50/50
Allocation of women/men in management positions	52/48	45/55	48/52
Allocation of women/men at SEK in total	48/52	50/50	49/51

### Note 6. Other administrative expenses

Skr mn	2022	2021	2020
Travel expenses and marketing	-9	-3	-3
IT and information system (fees incl.)	-163	-167	-140
Other fees	-33	-44	-38
Premises	-7	-11	-10
Other	-4	-6	-7
<b>Total other administrative expenses</b>	<b>-216</b>	<b>-231</b>	<b>-198</b>

### Remuneration to auditors

Skr mn	2022	2021	2020
<b>Öhrlings PricewaterhouseCoopers AB:</b>			
Audit fees <sup>1</sup>	-9	-8	-9
Audit related fees <sup>2</sup>	—	—	—
Tax related fees <sup>3</sup>	—	—	—
Other fees <sup>4</sup>	-2	-3	-3
<b>Total</b>	<b>-11</b>	<b>-11</b>	<b>-12</b>

1 Fees related to audit of annual financial statements and reviews of interim financial statements.

2 Fees charged for assurance and related services that are related to the performance of audit or review of the financial statements and are not reported under Audit fees.

3 Fees for professional services rendered by the principal independent auditors for tax compliance and tax advice.

4 Fees for products and services rendered by the principal independent auditors, other than the services reported in Audit fees through Tax related fees above.

In the Financial Statements, remuneration to auditors is mainly included in Other administrative expenses.

**Note 7. Tangible and intangible assets**

Skr mn	Dec 31, 2022	Dec 31, 2021	Dec 31, 2020
<b>Net book value</b>			
Tangible assets	42	40	22
Right-of-use assets	144	152	25
Intangible assets <sup>1</sup>	121	139	98
<b>Total net book value</b>	<b>307</b>	<b>331</b>	<b>145</b>
Depreciation and impairment during the year according to the Consolidated Statement of Comprehensive Income	-94	-80	-51

1 Intangible assets consist of the capitalized portion of investments in IT systems. The average useful life for intangible assets is 5 years.

For disclosures on right-of-use assets see Note 8.

**Note 8. Leasing**
**SEK as lessee**

All leases with the exception of short-term and low-value leases, are recognized as a right-of-use asset with a corresponding lease liability. The right-of-use assets are accounted for under Tangible and intangible assets and the lease liability is accounted for under Other liabilities, see Note 7 and Note 19. The right-of-use assets and the lease liability relate to rental premises. For further information see Note 1 Significant accounting policies. The lease term is determined as the non-callable period of a lease, together with any extension or termination option that SEK is reasonably certain to exercise. SEK has extension options which it is not reasonably certain to exercise. The potential future cash flows related to the extension options amount to Skr 88 million (2021: Skr 80 million) for a period of 3 years.

**Right-of-use assets**

Skr mn	2022	2021
<b>Opening balance</b>	<b>152</b>	<b>25</b>
Depreciation	-24	-30
Addition <sup>1</sup>	16	157
<b>Closing balance</b>	<b>144</b>	<b>152</b>

1 There have been canceled leases and new leases. During 2021 SEK moved to new premises.

**Accounted for in profit or loss**

Skr mn	2022	2021
Depreciation charge on right-of-use assets	-24	-30
Interest expenses on lease liability	-1	-1
Expenses relating to short-term leases <sup>1</sup>	0	0
Expenses relating to low-value leases <sup>1</sup>	-1	-1
Variable lease fees <sup>1</sup>	-3	-6
<b>Total amount accounted for in profit or loss</b>	<b>-29</b>	<b>-38</b>

1 Accounted for under Other administrative expenses.

### Lease liability

Skr mn	2022	2021
<b>Opening balance</b>	<b>153</b>	<b>19</b>
Interest expenses accrued	1	1
Payments of lease liability	-23	-24
Addition <sup>1</sup>	16	157
<b>Closing balance</b>	<b>147</b>	<b>153</b>

1 There have been canceled and new leases. During 2021 SEK moved to new premises.

### Contractual flows of lease liability

Skr mn	2022	2021
Within 1 year	28	21
Between 1 and 5 years	122	122
More than 5 years	—	13
Discounting effect	-3	-3
<b>Closing balance</b>	<b>147</b>	<b>153</b>

The total cash outflow for leases in 2022 was Skr 27 million (2021: Skr 31 million).

### SEK as lessor

All SEK's leasing transactions, where SEK is the lessor, are classified as financial leases. When making such classification, all aspects regarding the leasing contract, including third-party guarantees, are taken into account. A reconciliation between the gross investment in the leases and the present value of minimum lease payments receivable at the end of the reporting period can be found below. Future lease payments receivable will mature in the following periods. The leases are included in the line item "Loans to the public" in the Statement of Financial Position.

Skr mn	December 31, 2022		December 31, 2021	
	Gross investment	Present value of mini-mum lease payments	Gross investment	Present value of mini-mum lease payments
Within 1 year	109	106	111	108
Between 1 and 5 years	118	104	83	74
More than 5 years	60	46	44	34
<b>Total</b>	<b>287</b>	<b>256</b>	<b>238</b>	<b>216</b>
<i>Unearned finance income</i>	—	32	—	21

**Note 9. Impairments**

Skr mn	Loans in the form of interest- bearing securities	Loans to credit institutions	Loans to the public	Off-balance	Total
<b>2022</b>					
Expected credit losses, stage 1	-9	1	-26	-4	-38
Expected credit losses, stage 2	4	0	3	-1	6
Expected credit losses, stage 3	—	—	-15	0	-15
Established credit losses	—	—	—	—	—
Reserves applied to cover established credit losses	—	—	—	—	—
Recovered credit losses	—	—	12	1	13
<b>Net credit losses</b>	<b>-5</b>	<b>1</b>	<b>-26</b>	<b>-4</b>	<b>-34</b>
<b>2021</b>					
Expected credit losses, stage 1	7	2	50	1	60
Expected credit losses, stage 2	6	0	23	0	29
Expected credit losses, stage 3	—	—	-46	0	-46
Established credit losses	—	—	-52	—	-52
Reserves applied to cover established credit losses	—	—	49	—	49
Recovered credit losses	—	—	1	—	1
<b>Net credit losses</b>	<b>13</b>	<b>2</b>	<b>25</b>	<b>1</b>	<b>41</b>
<b>2020</b>					
Expected credit losses, stage 1	-6	-6	-81	-5	-98
Expected credit losses, stage 2	-11	0	-37	0	-48
Expected credit losses, stage 3	—	—	-7	0	-7
Established credit losses	—	—	-20	—	-20
Reserves applied to cover established credit losses	—	—	20	—	20
Recovered credit losses	—	—	—	—	—
<b>Net credit losses</b>	<b>-17</b>	<b>-6</b>	<b>-125</b>	<b>-5</b>	<b>-153</b>

The table below shows the book value of loans and nominal amounts for off-balance sheet exposures before expected credit losses for each stage as well as related loss allowance amounts, in order to place expected credit losses in relation to credit exposures. Overall, the credit portfolio has an extremely high credit quality and SEK often uses risk mitigation measures, primarily through guarantees from the Swedish Export Credit Agency (EKN) and other government export credit agencies in the OECD, which explains the low provision ratio.

Skr mn	December 31, 2022				December 31, 2021			
	Stage 1	Stage 2	Stage 3	Total	Stage 1	Stage 2	Stage 3	Total
<b>Loans, before expected credit losses</b>								
Loans in the form of interest-bearing securities	51,401	2,882	—	54,283	42,827	3,772	—	46,599
Loans to credit institutions	11,147	310	—	11,457	6,948	3,414	—	10,362
Loans to the public	167,354	33,851	6,713	207,918	147,137	30,999	2,284	180,420
<b>Total, loans, before expected credit losses</b>	<b>229,902</b>	<b>37,043</b>	<b>6,713</b>	<b>273,658</b>	<b>196,912</b>	<b>38,185</b>	<b>2,284</b>	<b>237,381</b>
<b>Off balance, before expected credit losses</b>								
Guarantees	3,902	900	—	4,802	4,767	—	—	4,767
Committed undisbursed loans	49,492	20,620	5,257	75,369	26,810	28,466	105	55,381
<b>Total, off balance, before expected credit losses</b>	<b>53,394</b>	<b>21,520</b>	<b>5,257</b>	<b>80,171</b>	<b>31,577</b>	<b>28,466</b>	<b>105</b>	<b>60,148</b>
<b>Total, before expected credit losses</b>	<b>283,296</b>	<b>58,563</b>	<b>11,970</b>	<b>353,829</b>	<b>228,489</b>	<b>66,651</b>	<b>2,389</b>	<b>297,529</b>
of which guaranteed (percent)	62.9	92.6	98.7	68.9	63.7	93.2	95.7	70.3
<b>Loss allowance, loans</b>								
Loans in the form of interest-bearing securities	-23	-3	—	-26	-14	-7	—	-21
Loans to credit institutions	-2	0	—	-2	-4	0	—	-4
Loans to the public	-93	-19	-70	-182	-64	-20	-48	-132
<b>Total, loss allowance, loans</b>	<b>-118</b>	<b>-22</b>	<b>-70</b>	<b>-210</b>	<b>-82</b>	<b>-27</b>	<b>-48</b>	<b>-157</b>
<b>Loss allowance, off balance<sup>1</sup></b>								
Guarantees	0	0	—	0	0	—	—	0
Committed undisbursed loans	-12	-1	0	-13	-6	-1	0	-7
<b>Total, loss allowance, off balance</b>	<b>-12</b>	<b>-1</b>	<b>0</b>	<b>-13</b>	<b>-6</b>	<b>-1</b>	<b>0</b>	<b>-7</b>
<b>Total, loss allowance</b>	<b>-130</b>	<b>-23</b>	<b>-70</b>	<b>-223</b>	<b>-88</b>	<b>-28</b>	<b>-48</b>	<b>-164</b>
<i>Provision ratio (percent)</i>	<i>0.05</i>	<i>0.04</i>	<i>0.58</i>	<i>0.06</i>	<i>0.04</i>	<i>0.04</i>	<i>2.01</i>	<i>0.06</i>

1 Recognized under provision in the Consolidated Statement of Financial Position.

#### *Loans and off balance, before loss allowance*

Skr mn	December 31, 2022				December 31, 2021			
	Stage 1	Stage 2	Stage 3	Total	Stage 1	Stage 2	Stage 3	Total
<b>Opening balance</b>	<b>228,489</b>	<b>66,651</b>	<b>2,389</b>	<b>297,529</b>	<b>226,456</b>	<b>66,485</b>	<b>1,482</b>	<b>294,423</b>
Increase due to origination and acquisition	125,243	5,451	2,453	133,147	79,856	7,380	234	87,470
Transfer to stage 1	5,788	-7,798	—	-2,010	1,240	-1,302	—	-62
Transfer to stage 2	-4,447	3,845	—	-602	-4,676	4,223	—	-453
Transfer to stage 3	-7,980	-725	7,502	-1,203	-105	-948	945	-108
Decrease due to derecognition	-63,797	-8,861	-374	-73,032	-74,282	-9,187	-272	-83,741
<b>Closing balance</b>	<b>283,296</b>	<b>58,563</b>	<b>11,970</b>	<b>353,829</b>	<b>228,489</b>	<b>66,651</b>	<b>2,389</b>	<b>297,529</b>

# **Loss allowance**

Skr mn	December 31, 2022				December 31, 2021			
	Stage 1	Stage 2	Stage 3	Total	Stage 1	Stage 2	Stage 3	Total
Opening balance	-88	-28	-48	-164	-147	-56	-46	-249
Increases due to origination and acquisition	-67	-3	0	-70	-40	0	-25	-65
Net remeasurement of loss allowance	5	9	9	23	51	13	-43	21
Transfer to stage 1	-1	7	—	6	0	0	—	0
Transfer to stage 2	1	-12	—	-11	2	-6	—	-4
Transfer to stage 3	1	3	-23	-19	0	2	-21	-19
Decreases due to derecognition	22	2	0	24	47	20	43	110
Decrease in allowance account due to write-offs	—	—	—	—	—	—	49	49
Exchange-rate differences <sup>1</sup>	-3	-1	-8	-12	-1	-1	-5	-7
<b>Closing balance</b>	<b>-130</b>	<b>-23</b>	<b>-70</b>	<b>-223</b>	<b>-88</b>	<b>-28</b>	<b>-48</b>	<b>-164</b>

1 Recognized under Net results of financial transactions in the Statement of Comprehensive Income.

Provisions for ECLs are calculated using quantitative models based on inputs, assumptions and methods that are highly reliant on assessments. In particular, the following could heavily impact the level of provisions: the establishment of a material increase in credit risk, allowing for forward-looking macroeconomic scenarios, and the measurement of both ECLs over the next 12 months and lifetime ECLs. ECLs are based on objective assessments of what SEK expects to lose on the exposures given what was known on the reporting date and taking into account possible future events. The ECL is a probability-weighted amount that is determined by evaluating the outcome of several possible scenarios and where the data taken into consideration comprises information from previous conditions, current conditions and projections of future economic conditions. SEK's method entails three scenarios being prepared for each probability of default curve: a base scenario, a downturn scenario, and an upturn scenario, where the scenarios are expressed in a business cycle parameter. The business cycle parameter reflects the general risk of default in each geographic segment. The parameter is standard, normally distributed where zero indicates a neutral economy where the economy has been on average, historically. The business cycle parameters for the base scenario are between -0.8 and -0.2 for the various probability of default (PD) segments. The base scenarios have been weighted at between 40 and 90 percent, the downturn scenarios have been weighted at between 10 and 60 percent, and the upturn scenarios have been weighted at zero percent between the different PD-segments. An improvement of the PD model took place during the first quarter of 2022, which means, among other things, that the difference between the base and downturn/upturn scenarios has increased and that new data sources are used.

Due to the current macroeconomic uncertainty, SEK has made an overall adjustment according to management's overall assessment. This resulted in an increase of expected credit losses, which was calculated pursuant to SEK's IFRS 9 model as of December 31, 2022.

## **Loan credit quality, before expected credit losses, allocated by stage**

Skr mn	December 31, 2022				December 31, 2021			
	Stage 1	Stage 2	Stage 3	Total	Stage 1	Stage 2	Stage 3	Total
AAA	—	—	—	—	—	—	—	—
AA+ to A-	28,382	—	—	28,382	25,815	—	—	25,815
BBB+ to BBB-	150,441	3,085	—	153,526	131,514	2,258	—	133,772
BB+ to BB-	38,523	25,309	—	63,832	32,247	25,043	—	57,290
B+ to B-	12,396	6,663	—	19,059	6,697	5,461	—	12,158
CCC to D	160	1,986	6,713	8,859	639	5,423	2,284	8,346
<b>Total, before expected credit losses</b>	<b>229,902</b>	<b>37,043</b>	<b>6,713</b>	<b>273,658</b>	<b>196,912</b>	<b>38,185</b>	<b>2,284</b>	<b>237,381</b>

More information regarding SEK's Credit Policy is found in Note 26 and Note 30.

**Note 10. Taxes**

Skr mn	2022	Consolidated Group 2021	2020
<b>Income tax</b>			
Adjustment previous year	0	0	-4
Current tax	-304	-272	-266
Deferred tax	-1	1	0
<b>Total income tax</b>	<b>-305</b>	<b>-271</b>	<b>-270</b>
<b>Income tax related to other comprehensive income</b>			
Tax on items to be reclassified to profit or loss			
Current tax	—	—	—
Deferred tax	25	—	—
Tax on items not to be reclassified to profit or loss			
Current tax	-20	5	-4
Deferred tax	-10	-5	-1
<b>Income tax related to other comprehensive income</b>	<b>-5</b>	<b>0</b>	<b>-5</b>
<b>Reconciliation of effective tax rate</b>			
The Swedish corporate tax rate (percent)	20.6	20.6	21.4
Profit before taxes	1,471	1,305	1,238
National tax based on profit before taxes	-303	-269	-265
<b>Tax effects of:</b>			
Non-taxable income	0	0	0
Non-deductible expenses	-2	-3	-1
Tax effect of the tax credit for investments in equipment	—	1	—
Other	—	—	-4
<b>Total tax</b>	<b>-305</b>	<b>-271</b>	<b>-270</b>
Effective tax expense (percent)	20.7	20.8	21.8

**Deferred taxes**

Skr mn	2022	2021
<b>Deferred tax assets concerning:</b>		
Temporary differences, related to pensions	0	10
Tax effect of the tax credit for investments in equipment	—	1
Temporary differences, related to cash flow hedges	25	—
<b>Total deferred tax assets</b>	<b>25</b>	<b>11</b>

No deductible loss carry forwards existed as of December 31, 2022, or December 31, 2021.

**Change in deferred taxes**

Skr mn	2022	2021
<b>Opening balance</b>	<b>11</b>	<b>15</b>
Change through profit or loss	-1	1
Change in other comprehensive income	15	-5
<b>Closing balance</b>	<b>25</b>	<b>11</b>

**Note 11. Loans and liquidity investments**

Skr mn	Dec 31, 2022	Dec 31, 2021
<b>Loans:</b>		
Loans in the form of interest-bearing securities	54,257	46,578
Loans to credit institutions	22,145	20,775
Loans to the public	207,737	180,288
<b>Less:</b>		
Cash collateral under the security agreements for derivative contracts <sup>1</sup>	-10,691	-10,417
<b>Total lending portfolio</b>	<b>273,448</b>	<b>237,224</b>
<b>Liquidity investments:</b>		
Cash and cash equivalents	4,060	11,128
Treasuries/government bonds	15,048	10,872
Other interest-bearing securities except loans	57,144	45,881
<b>Total liquidity investments</b>	<b>76,252</b>	<b>67,881</b>
<i>of which issued by public authorities</i>	<i>19,014</i>	<i>16,584</i>

*Difference between book value amount and amount contractually required to be paid at maturity for interest-bearing securities not carried at fair value*

Skr mn	2022	2021
Sum of amounts exceeding nominal	87	243
Sum of amounts falling below nominal	-479	-9

**Volume Development, Lending**

Skr mn	2022	2021	of which the CIRR-system	
			2022	2021
Offers of long-term loans accepted	133,181	76,988	29,481	11,797
Undisbursed loans at year-end	75,369	53,871	56,265	39,084
Loans outstanding at year-end <sup>1</sup>	273,448	237,224	94,241	87,872

<sup>1</sup> Including concessionary loans in the amount of Skr 361 million (year-end 2021: Skr 315 million).

**Outstanding loans as per business area**

Skr mn	Dec 31, 2022	Dec 31, 2021	of which the CIRR-system	
			Dec 31, 2022	Dec 31, 2021
Lending to Swedish exporters	128,399	109,281	—	—
Lending to exporters' customers	145,049	127,943	94,241	87,872
<b>Total lending portfolio<sup>1</sup></b>	<b>273,448</b>	<b>237,224</b>	<b>94,241</b>	<b>87,872</b>

<sup>1</sup> Including concessionary loans in the amount of Skr 361 million (year-end 2021: Skr 315 million).



**Note 12. Classification of financial assets and liabilities**
**Financial assets by accounting category**

December 31, 2022				
Financial assets at fair value				
Skr mn	Mandatorily	Derivatives used for hedge accounting		Total
			Amortized cost	
Cash and cash equivalents	—	—	4,060	4,060
Treasuries/government bonds	15,048	—	—	15,048
Other interest-bearing securities except loans	57,144	—	—	57,144
Loans in the form of interest-bearing securities	—	—	54,257	54,257
Loans to credit institutions	—	—	22,145	22,145
Loans to the public	—	—	207,737	207,737
Derivatives	8,718	1,586	—	10,304
<b>Total financial assets</b>	<b>80,910</b>	<b>1,586</b>	<b>288,199</b>	<b>370,695</b>

December 31, 2021				
Financial assets at fair value				
Skr mn	Mandatorily	Derivatives used for hedge accounting		Total
			Amortized cost	
Cash and cash equivalents	—	—	11,128	11,128
Treasuries/government bonds	10,872	—	—	10,872
Other interest-bearing securities except loans	45,881	—	—	45,881
Loans in the form of interest-bearing securities	—	—	46,578	46,578
Loans to credit institutions	—	—	20,775	20,775
Loans to the public	—	—	180,288	180,288
Derivatives	5,764	2,655	—	8,419
<b>Total financial assets</b>	<b>62,517</b>	<b>2,655</b>	<b>258,769</b>	<b>323,941</b>

**Financial liabilities by accounting category**

December 31, 2022				
Financial liabilities at fair value				
Skr mn	Mandatorily	Designated upon initial recognition (FVO)	Derivatives used for hedge accounting	
				Amortized cost
Borrowing from credit institutions	—	—	—	7,153
Borrowing from the public	—	—	—	—
Debt securities issued	0	28,788	—	290,329
Derivatives	953	—	12,234	—
<b>Total financial liabilities</b>	<b>953</b>	<b>28,788</b>	<b>12,234</b>	<b>297,482</b>

December 31, 2021				
Financial liabilities at fair value				
Skr mn	Mandatorily	Designated upon initial recognition (FVO)	Derivatives used for hedge accounting	
				Amortized cost
Borrowing from credit institutions	—	—	—	5,230
Borrowing from the public	—	—	—	10,000
Debt securities issued	—	39,316	—	240,454
Derivatives	11,185	—	3,544	—
<b>Total financial liabilities</b>	<b>11,185</b>	<b>39,316</b>	<b>3,544</b>	<b>255,684</b>

**Note 13. Financial assets and liabilities at fair value**

Skr mn	December 31, 2022		
	Book value	Fair value	Surplus value (+) /Deficit value (-)
Cash and cash equivalents	4,060	4,060	—
Treasuries/governments bonds	15,048	15,048	—
Other interest-bearing securities except loans	57,144	57,144	—
Loans in the form of interest-bearing securities	54,257	54,877	620
Loans to credit institutions	22,145	21,747	-398
Loans to the public	207,737	204,543	-3,194
Derivatives	10,304	10,304	—
<b>Total financial assets</b>	<b>370,695</b>	<b>367,723</b>	<b>-2,972</b>
Borrowing from credit institutions	7,153	7,153	—
Borrowing from the public	—	—	—
Debt securities issued	319,117	318,900	-217
Derivatives	13,187	13,187	—
<b>Total financial liabilities</b>	<b>339,457</b>	<b>339,240</b>	<b>-217</b>

Skr mn	December 31, 2021		
	Book value	Fair value	Surplus value (+) /Deficit value (-)
Cash and cash equivalents	11,128	11,128	—
Treasuries/governments bonds	10,872	10,872	—
Other interest-bearing securities except loans	45,881	45,881	—
Loans in the form of interest-bearing securities	46,578	47,991	1,413
Loans to credit institutions	20,775	20,993	218
Loans to the public	180,288	186,436	6,148
Derivatives	8,419	8,419	—
<b>Total financial assets</b>	<b>323,941</b>	<b>331,720</b>	<b>7,779</b>
Borrowing from credit institutions	5,230	5,230	—
Borrowing from the public	10,000	10,000	—
Debt securities issued	279,770	280,294	524
Derivatives	14,729	14,729	—
<b>Total financial liabilities</b>	<b>309,729</b>	<b>310,253</b>	<b>524</b>

The majority of financial liabilities and some of the financial assets in the Statement of Financial Position are accounted for at full fair value or at a value that represents fair value for the components hedged in a hedging relationship. Lending and borrowing not classified as hedge accounting or FVO are accounted for at amortized cost.

**Determining fair value of financial instruments**

The best evidence of fair value is quoted prices in an active market. The majority of SEK's financial instruments are not publicly traded, and quoted market values are not readily available.

Fair value measurements are categorized using a fair value hierarchy. The financial instruments have been categorized under the three levels of the IFRS fair value hierarchy that reflects the significance of inputs. The categorization of these instruments is based on the lowest level of input that is significant to the fair value measurement in its entirety.

SEK uses the following hierarchy for determining and disclosing the fair value of financial instruments based on valuation techniques:

Level 1: quoted (unadjusted) prices in active markets for identical assets or liabilities;

Level 2: other techniques for which all inputs which have a significant effect on the recorded fair value are observable, either directly or indirectly; and

Level 3: techniques which use inputs which have a significant effect on the recorded fair value that are not based on observable market data.

For more information on determining the fair value of financial transactions, see Note 1.

In the process of estimating or deriving fair values for items accounted for at amortized cost, certain assumptions have been made. In those cases where quoted market values for the relevant items are available, such market values have been used.

The following tables show the fair values of the items carried at amortized cost or fair value. They are distributed according to the fair value hierarchy.

**Financial assets reported at amortized cost in fair value hierarchy**

Loans and accounts receivable Skr mn	December 31, 2022				Book value
	Fair value				Total
	Level 1	Level 2	Level 3	Total	
Cash and cash equivalents	4,060	—	—	4,060	4,060
Loans in the form of interest-bearing securities	1,446	53,431	—	54,877	54,257
Loans to credit institutions	—	21,747	—	21,747	22,145
Loans to the public	—	204,543	—	204,543	207,737
<b>Total financial assets in fair value hierarchy</b>	<b>5,506</b>	<b>279,721</b>	<b>—</b>	<b>285,227</b>	<b>288,199</b>

Loans and accounts receivable Skr mn	December 31, 2021				Book value
	Fair value			Total	
	Level 1	Level 2	Level 3		
Cash and cash equivalents	11,128	—	—	11,128	11,128
Loans in the form of interest-bearing securities	1,970	46,021	—	47,991	46,578
Loans to credit institutions	—	20,993	—	20,993	20,775
Loans to the public	—	186,436	—	186,436	180,288
<b>Total financial assets in fair value hierarchy</b>	<b>13,098</b>	<b>253,450</b>	<b>—</b>	<b>266,548</b>	<b>258,769</b>

**Financial liabilities reported at amortized cost in fair value hierarchy**

	December 31, 2022				
Other financial liabilities	Fair value				Book value
Skr mn	Level 1	Level 2	Level 3	Total	Total
Borrowing from credit institutions	—	7,153	—	7,153	7,153
Borrowing from the public	—	—	—	—	—
Debt securities issued	—	290,112	—	290,112	290,329
Total financial liabilities in fair value hierarchy	—	297,265	—	297,265	297,482

	December 31, 2021				
Other financial liabilities	Fair value				Book value
Skr mn	Level 1	Level 2	Level 3	Total	Total
Borrowing from credit institutions	—	5,230	—	5,230	5,230
Borrowing from the public	—	10,000	—	10,000	10,000
Debt securities issued	—	240,979	—	240,979	240,454
<b>Total financial liabilities in fair value hierarchy</b>	<b>—</b>	<b>256,209</b>	<b>—</b>	<b>256,209</b>	<b>255,684</b>

*Financial assets reported at fair value in fair value hierarchy*

	December 31, 2022			
	Level 1	Level 2	Level 3	Total
Treasuries/governments bonds	2,366	12,682	—	15,048
Other interest-bearing securities except loans	21,342	35,802	—	57,144
Derivatives	—	10,201	103	10,304
<b>Total financial assets in fair value hierarchy</b>	<b>23,708</b>	<b>58,685</b>	<b>103</b>	<b>82,496</b>

	December 31, 2021			
	Level 1	Level 2	Level 3	Total
Treasuries/governments bonds	5,638	5,234	—	10,872
Other interest-bearing securities except loans	26,549	19,332	—	45,881
Derivatives	—	7,933	486	8,419
<b>Total financial assets in fair value hierarchy</b>	<b>32,187</b>	<b>32,499</b>	<b>486</b>	<b>65,172</b>

*Financial liabilities reported at fair value in fair value hierarchy*

	December 31, 2022			
	Level 1	Level 2	Level 3	Total
Debt securities issued	—	2,252	26,536	28,788
Derivatives	—	8,568	4,619	13,187
<b>Total financial liabilities in fair value hierarchy</b>	<b>—</b>	<b>10,820</b>	<b>31,155</b>	<b>41,975</b>

	December 31, 2021			
	Level 1	Level 2	Level 3	Total
Debt securities issued	—	6,761	32,555	39,316
Derivatives	—	12,206	2,523	14,729
<b>Total financial liabilities in fair value hierarchy</b>	<b>—</b>	<b>18,967</b>	<b>35,078</b>	<b>54,045</b>

There were no transfers between levels during the period (year-end 2021: a transfer of Skr -1 million for derivatives was made from level 2 to level 3, due to an increased element of subjective assessment of the input in the valuation).

**Financial assets and liabilities at fair value in Level 3**

December 31, 2022									
Skr mn	Jan 1, 2022	Purchases	Settlements & sales	Transfers to Level 3	Transfers from Level 3	Gains (+) and losses (-) through profit or loss <sup>1</sup>	Gains (+) and losses (-) through other comprehensive income	Currency exchange-rate effects	Dec 31, 2022
Debt securities issued	-32,555	-4,267	10,255	—	—	2,641	-52	-2,558	-26,536
Derivatives, net	-2,037	0	221	—	—	-616	—	-2,084	-4,516
<b>Net assets and liabilities</b>	<b>-34,592</b>	<b>-4,267</b>	<b>10,476</b>	<b>—</b>	<b>—</b>	<b>2,025</b>	<b>-52</b>	<b>-4,642</b>	<b>-31,052</b>
December 31, 2021									
Skr mn	Jan 1, 2021	Purchases	Settlements & sales	Transfers to Level 3	Transfers from Level 3	Gains (+) and losses (-) through profit or loss <sup>1</sup>	Gains (+) and losses (-) through other comprehensive income	Currency exchange-rate effects	Dec 31, 2021
Debt securities issued	-41,198	-10,372	19,337	—	—	196	-36	-482	-32,555
Derivatives, net	-263	5	-599	-1	—	411	—	-1,590	-2,037
<b>Net assets and liabilities</b>	<b>-41,461</b>	<b>-10,367</b>	<b>18,738</b>	<b>-1</b>	<b>—</b>	<b>607</b>	<b>-36</b>	<b>-2,072</b>	<b>-34,592</b>

1 Gains and losses through profit or loss, including the impact of exchange rates, are reported as net interest income and net results of financial transactions. The unrealized fair value changes for assets and liabilities, including the impact of exchange rates, held as of December 31, 2022, amounted to a Skr 2,024 million gain (year-end 2021: Skr 594 million gain) and are reported as net results of financial transactions.

**Uncertainty of valuation of Level 3-instruments**

As the estimation of parameters included in the models used to calculate the market value of Level 3 instruments is associated with subjectivity and uncertainty, SEK has conducted an analysis of the difference in fair value of Level 3 instruments using other established parameter values. Option models and discounted cash flows are used to value the Level 3 instruments. For the Level 3 instruments that are significantly affected by different types of correlations, which are not based on observable market data, a revaluation has been made by shifting the correlations. The correlation is expressed as a value between 1 and -1, where 0 indicates no relationship, 1 indicates a maximum positive relationship and -1 indicates a maximum negative relationship. The maximum correlation in the range of unobservable inputs can thus be from 1 to -1. In the analysis, the correlations have been adjusted by +/-0.12, which represents the level SEK uses within its prudent valuation framework. For level 3 instruments that are significantly affected by non-observable market data in the form of SEK's own creditworthiness, a revaluation has been made by shifting the credit curve. The revaluation is made by shifting the credit spreads by +/-10 basis points, which has been assessed as a reasonable change in SEK's credit spread. The analysis shows the impact of the non-observable market data on the market value. In addition, the market value will be affected by observable market data. The result of the analysis corresponds with SEK's business model where issued securities are linked with a matched hedging derivative. The underlying market data is used to evaluate the issued security as well as to evaluate the fair value in the derivative. This means that a change in fair value of the issued security, excluding SEK's own credit spread, is offset by an equally large change in fair value in the derivative.

**Sensitivity analysis - level 3**

Assets and liabilities		December 31, 2022				
Skr mn	Fair value	Unobservable input	Range of estimates for unobservable input	Valuation method	Sensitivity Max	Sensitivity Min
Equity	-2,890	Correlation	0.12 - (0.12)	Option Model	-13	13
Interest rate	13	Correlation	0.12 - (0.12)	Option Model	—	—
FX	-1,528	Correlation	0.12 - (0.12)	Option Model	-34	34
Other	-111	Correlation	0.12 - (0.12)	Option Model	—	—
<b>Sum derivatives, net</b>	<b>-4,516</b>				<b>-47</b>	<b>47</b>
Equity	-10,797	Correlation	0.12 - (0.12)	Option Model	13	-13
		Credit spreads	10BP - (10BP)	Discounted cash flow	14	-14
Interest rate	-8,817	Correlation	0.12 - (0.12)	Option Model	—	—
		Credit spreads	10BP - (10BP)	Discounted cash flow	102	-102
FX	-6,750	Correlation	0.12 - (0.12)	Option Model	36	-36
		Credit spreads	10BP - (10BP)	Discounted cash flow	36	-36
Other	-172	Correlation	0.12 - (0.12)	Option Model	—	—
		Credit spreads	10BP - (10BP)	Discounted cash flow	1	-1
<b>Sum debt securities issued</b>	<b>-26,536</b>				<b>202</b>	<b>-202</b>
<b>Total effect on total comprehensive income</b>					<b>155</b>	<b>-155</b>

Assets and liabilities		December 31, 2021				
Skr mn	Fair value	Unobservable input	Range of estimates for unobservable input	Valuation method	Sensitivity Max	Sensitivity Min
Equity	-892	Correlation	0.12 - (0.12)	Option Model	-3	3
Interest rate	-1	Correlation	0.12 - (0.12)	Option Model	0	0
FX	-1,038	Correlation	0.12 - (0.12)	Option Model	-56	56
Other	-106	Correlation	0.12 - (0.12)	Option Model	0	0
<b>Sum derivatives, net</b>	<b>-2,037</b>				<b>-59</b>	<b>59</b>
Equity	-9,283	Correlation	0.12 - (0.12)	Option Model	3	-3
		Credit spreads	10BP - (10BP)	Discounted cash flow	10	-10
Interest rate	-11,900	Correlation	0.12 - (0.12)	Option Model	0	0
		Credit spreads	10BP - (10BP)	Discounted cash flow	58	-58
FX	-11,235	Correlation	0.12 - (0.12)	Option Model	59	-59
		Credit spreads	10BP - (10BP)	Discounted cash flow	50	-50
Other	-137	Correlation	0.12 - (0.12)	Option Model	0	0
		Credit spreads	10BP - (10BP)	Discounted cash flow	1	-1
<b>Sum debt securities issued</b>	<b>-32,555</b>				<b>181</b>	<b>-181</b>
<b>Total effect on total comprehensive income</b>					<b>122</b>	<b>-122</b>

The sensitivity analysis shows the effect that a shift in correlations or SEK's own credit spread has on Level 3 instruments. The table presents maximum positive and negative change in fair value when correlations or SEK's own credit spread is shifted by +/- 0.12 and +/- 10 basis points, respectively. When determining the total maximum/minimum effect on total comprehensive income the most adverse/favorable shift is chosen, considering the net exposure arising from the issued securities and the derivatives, for each correlation.

**Fair value related to credit risk**

Skr mn	Fair value originating from credit risk (- liabilities increase/ + liabilities decrease)		The period's change in fair value origination from credit risk (+ income/ - loss)	
	December 31, 2022	December 31, 2021	2022	2021
CVA/DVA, net <sup>1</sup>	-51	-14	-37	3
OCA <sup>2</sup>	-32	-132	100	-24

- 1 Credit value adjustment (CVA) and Debt value adjustment (DVA) reflect how the counterparties' credit risk as well as SEK's own credit rating affect the fair value of derivatives.  
2 Own credit adjustment (OCA) reflects how the changes in SEK's credit rating affect the fair value of financial liabilities measured at fair value through profit and loss.

**Note 14. Derivatives and hedge accounting**
**Derivatives by categories**

Skr mn	December 31, 2022			December 31, 2021		
	Assets Fair value	Liabilities Fair value	Nominal amounts <sup>1</sup>	Assets Fair value	Liabilities Fair value	Nominal amounts <sup>1</sup>
Interest rate-related contracts	2,396	2,119	423,124	3,192	9,464	361,160
of which in fair value hedges	560	8,282	247,039	1,256	2,104	211,285
of which in cash flow hedges	—	123	5,000	—	—	—
Currency-related contracts	7,897	8,056	189,323	5,218	3,518	157,362
of which in fair value hedges	1,026	3,829	29,479	1,399	1,440	30,902
Equity-related contracts	11	2,901	12,022	2	895	9,801
Contracts related to commodities, credit risk, etc.	—	111	3,330	7	852	3,521
<b>Total derivatives<sup>2</sup></b>	<b>10,304</b>	<b>13,187</b>	<b>627,799</b>	<b>8,419</b>	<b>14,729</b>	<b>531,844</b>

- 1 Nominal amounts before set-off.  
2 All derivatives are used for economic hedging purposes.

**Maturity analysis of the nominal amounts of hedging instruments**

Skr mn	December 31, 2022			Nominal amounts
	< 1 year	1 year < 5 years	> 5 years	
<b>Interest rate-related contracts</b>				
Hedge of fixed rate assets	1	111	921	1,033
Hedge of fixed rate liabilities	88,652	136,730	20,624	246,006
Hedge of floating rate assets	—	5,000	—	5,000
<b>Currency-related contracts</b>				
Hedge of fixed rate assets	3,824	4,442	558	8,824
Hedge of fixed rate liabilities	5,160	12,908	2,587	20,655

Skr mn	December 31, 2021			
	< 1 year	1 year < 5 years	> 5 years	Nominal amounts
<b>Interest rate-related contracts</b>				
Hedge of fixed rate assets	1,228	12,070	7,340	20,638
Hedge of fixed rate liabilities	55,039	131,655	5,306	192,000
Hedge of floating rate assets	—	—	—	—
<b>Currency-related contracts</b>				
Hedge of fixed rate assets	1,879	2,976	233	5,088
Hedge of fixed rate liabilities	6,943	15,669	2,590	25,202

The carrying amount of hedged items in fair value hedge relationships, and the accumulated amount of fair value hedge adjustments included in these carrying amounts

Assets Skr mn	December 31, 2022		December 31, 2021	
	Book value	Fair value hedge adjustments	Book value	Fair value hedge adjustments
Loans in the form of interest-bearing securities	12,757	-1,089	11,035	278
Loans to credit institutions	988	-45	1,019	-23
Loans to the public	14,371	-514	14,869	527
<b>Total</b>	<b>28,116</b>	<b>-1,648</b>	<b>26,923</b>	<b>782</b>

Liabilities Skr mn	December 31, 2022		December 31, 2021	
	Book value	Fair value hedge adjustments	Book value	Fair value hedge adjustments
Debt securities issued	235,370	-9,312	216,242	1,183
<b>Total</b>	<b>235,370</b>	<b>-9,312</b>	<b>216,242</b>	<b>1,183</b>

For disclosure on hedge ineffectiveness of fair value hedges see Note 4 Net results of financial transactions.

#### Cash flow hedge effectiveness

Skr mn	2022	2021
Changes in fair value of hedging instruments	-122	—
Changes in value of hedged items uses as a basis for recognizing hedge ineffectiveness	126	—
Hedge ineffectiveness recognized in profit or loss <sup>1</sup>	—	—
Hedging gain or losses recognized in other comprehensive income	-122	—

<sup>1</sup> Recognized in the line item "Net result of financial transactions".

#### Cash flow hedge reserve

Skr mn	2022	2021
<b>Opening balance January 1</b>	<b>—</b>	<b>—</b>
Valuation gains and losses	-137	—
Tax on valuation gains and losses	28	—
Transferred to the income statement	15	—
Tax on transfers to the income statement	-3	—
Other comprehensive income, net of tax	-97	—
Total comprehensive income	-97	—
<b>Closing balance December 31</b>	<b>-97</b>	<b>—</b>
of which relates to continuing hedges for which hedge accounting is applied	-97	—
of which relates to hedging relationships for which hedge accounting is no longer applied	—	—



It is SEK's risk management strategy and objective to identify its material foreign currency and interest rate exposures and to manage those exposures with appropriate derivative instruments or non-derivative alternatives. SEK has the intention to, as much as possible, achieve fair value hedge accounting for transactions entered into for economic hedging purposes.

SEK primarily sets interest rate terms based on the various needs and preferences of customers and counterparties. Consequently, assets and liabilities can to some extent have different fixed interest periods, which leads to interest rate risk. Using different derivatives, the original interest rate risk in assets and liabilities are normally transformed from fixed to floating interest terms in currencies with well-functioning markets. EUR, USD and Skr are preferably used. It is SEK's objective to mitigate the risk of changes in fair value of the underlying hedged item due to changes in benchmark interest rates, i.e., to convert a fixed interest rate in a financial asset or liability into a floating rate. For that SEK uses interest rate swaps, or a proportion of interest rate swaps, swapping fixed to floating interest rates.

SEK's granting of credits and a large portion of its borrowing can take place in the currency of the borrower's and investor's choice. It is therefore seldom that borrowing and lending are made in the same currency and therefore directly balance each other. Differences in exposures to individual currencies that exist between different transactions are fully matched with the aid of various derivatives, primarily currency swaps. It is SEK's objective to mitigate the risk of changes in fair value due to changes in FX and interest rates. For example, converting a fixed interest rate in a financial asset or liability into a variable rate financial asset or liability denominated in SEK's functional currency Skr. For that, SEK uses cross currency interest rate swap or a proportion of these swaps, swapping fixed to floating interest rates in Skr.

For more disclosures regarding SEK's hedge accounting, see Note 30 Risk and Capital Management, Consolidated Statement of Changes in Equity, Note 1 Significant accounting policies, and Note 4 Net results of financial transactions.

In accordance with SEK's policies with regard to counterparty, interest rate, currency exchange-rate, and other exposures, SEK uses, and is a party to, different kinds of derivative instruments, mostly various interest rate-related and currency exchange-rate-related contracts. These contracts are carried at fair value in the statements of financial position on a contract-by-contract basis.

SEK uses derivatives to hedge risk exposure inherent in financial assets and liabilities. Derivatives are measured at fair value by using market quoted rates where available. If market quotes are not available, valuation models are used. SEK uses models to adjust the net exposure fair value for changes in counter-parties' credit quality. The models used include both directly observable and non-observable market parameters.

The majority of SEK's derivative contracts are what are known as OTC derivatives, i.e., derivative contracts that are not transacted on an exchange. SEK's derivative transactions that are not transacted on an exchange are entered into under ISDA Master Netting Agreements. In general, under such agreements the amounts owed by each counterparty in respect of all transactions outstanding in the same currency under the agreement are aggregated into a single net amount payable by one party to the other. In certain circumstances, for example when a credit event such as a default occurs and all outstanding transactions under the agreement are terminated, the termination value is assessed and only a single net amount is due or payable in settlement of all transactions. SEK endeavors to only enter into derivatives transactions with counterparties in jurisdictions where such netting is enforceable when such events occur.

The above ISDA arrangements do not meet the criteria for offsetting in the Statement of Financial Position. This is because such agreements create a right of set-off of recognized amounts that is enforceable only following an event of default, insolvency or bankruptcy of SEK or the counterparties. In addition, SEK and its counterparties do not intend to settle on a net basis or to realize the assets and settle the liabilities simultaneously.

The ISDA Master Netting Agreements are complemented by supplementary agreements providing for the collateralization of counterparty exposure. SEK receives and accepts collateral in the form of cash. Such collateral is subject to the standard industry terms of an ISDA Credit Support Annex (CSA).

The disclosures set out in the tables below include financial assets and financial liabilities that are subject to an enforceable master netting arrangement or similar agreement that cover similar financial instruments. SEK's derivative transactions are subject to enforceable master netting agreements or similar agreements. Derivative assets and derivative liabilities in relation to central clearing counterparties are offset in the Statement of Financial Position.

**Financial assets subject to offsetting, enforceable master netting arrangements and similar agreements**

Skr mn	Dec 31, 2022	Dec 31, 2021
Gross amounts of recognized financial assets	19,557	10,059
Amounts offset in the Statement of Financial Position	-9,253	-1,640
<b>Net amounts of financial assets presented in the Statement of Financial Position</b>	<b>10,304</b>	<b>8,419</b>
Amounts subject to an enforceable master netting arrangement or similar agreement not offset in the Statement of Financial Position related to:		
Financial instruments	-3,749	-3,262
Cash collateral received	-6,539	-3,500
<b>Net amount</b>	<b>16</b>	<b>1,657</b>

**Financial liabilities subject to offsetting, enforceable master netting arrangements and similar agreements**

Skr mn	Dec 31, 2022	Dec 31, 2021
Gross amounts of recognized financial liabilities	22,440	16,369
Amounts offset in the Statement of Financial Position	-9,253	-1,640
<b>Net amounts of financial liabilities presented in the Statement of Financial Position</b>	<b>13,187</b>	<b>14,729</b>
Amounts subject to an enforceable master netting arrangement or similar agreement not offset in the Statement of Financial Position related to:		
Financial instruments	-3,749	-3,262
Cash collateral paid	-9,186	-9,528
<b>Net amount</b>	<b>252</b>	<b>1,939</b>

**Note 15. Shares**

Since March 2018, SEKETT AB is a wholly owned, non-active, subsidiary to AB Svensk Exportkredit with a share capital of Skr 50 thousand.

**Shares in subsidiaries**

Skr mn	December 31, 2022		December 31, 2021	
	Book value	Number of shares	Book value	Number of shares
SEKETT AB (reg. no 559132-9668)	0	50	0	50

**Note 16. Other assets**

Skr mn	Dec 31, 2022	Dec 31, 2021
Claim against the State for CIRR-loans and concessionary loans	17	7,208
Cash receivables, funding operations	201	191
Other	67	52
<b>Total</b>	<b>285</b>	<b>7,451</b>

**Note 17. Prepaid expenses and accrued revenues**

Skr mn	Dec 31, 2022	Dec 31, 2021
Interest income accrued	4,121	1,876
Prepaid expenses and other accrued revenues	41	37
<b>Total</b>	<b>4,162</b>	<b>1,913</b>

**Note 18. Debt**

Skr mn	December 31, 2022		
	Debt excl. debt securities issued	Debt securities issued	Total
Exchange-rate related contracts	—	8,714	8,714
Interest rate related contracts	7,153	299,240	306,393
Equity related contracts	—	10,797	10,797
Contracts related to raw materials, credit risk etc.	—	366	366
<b>Total debt outstanding</b>	<b>7,153</b>	<b>319,117</b>	<b>326,270</b>

<i>of which denominated in:</i>	<i>Skr</i>	<i>USD</i>	<i>JPY</i>	<i>EUR</i>	<i>Other currencies</i>	<i>Total</i>
	13,656	238,055	17,596	32,664	24,299	326,270

Skr mn	December 31, 2021		
	Debt excl. debt securities issued	Debt securities issued	Total
Exchange-rate related contracts	—	25,112	25,112
Interest rate related contracts	15,230	254,298	269,528
Equity related contracts	—	223	223
Contracts related to raw materials, credit risk etc.	—	137	137
<b>Total debt outstanding</b>	<b>15,230</b>	<b>279,770</b>	<b>295,000</b>

<i>of which denominated in:</i>	<i>Skr</i>	<i>USD</i>	<i>JPY</i>	<i>EUR</i>	<i>Other currencies</i>	<i>Total</i>
	24,672	202,158	20,852	19,841	27,477	295,000

**SEK's Borrowing programs, value outstanding<sup>1</sup>**

Skr mn	December 31, 2022	December 31, 2021
<b>Medium-term note program:</b>		
Unlimited Euro Medium-Term Note Program	96,474	107,597
Unlimited SEC-registered U.S. Medium-Term Note Program	186,138	159,393
Unlimited Swedish Medium-Term Note Program	452	429
Unlimited MTN/STN AUD Debt Issuance Program	4,297	4,417
<b>Commercial paper program:</b>		
USD 3,000,000,000 U.S. Commercial Paper Program	19,412	1,806
USD 4,000,000,000 Euro-Commercial Paper Program	6,283	1,355

<sup>1</sup> Amortized cost excluding fair value adjustments.

**Liabilities in financing activities**

Skr mn	January 1, 2022	Cash Flow	Non-cash items			December 31, 2022
			Exchange rate difference	Unrealized changes in fair value	Accrued interest	
Senior debt	295,000	10,793	33,075	-12,598	—	326,270
Lease liability	153	-23	0	16 <sup>1</sup>	1	147
Derivatives, net	6,310	9,770	-7,591	-5,606	—	2,883
<b>Total liabilities in financing activities</b>	<b>301,463</b>	<b>20,540</b>	<b>25,484</b>	<b>-18,188</b>	<b>1</b>	<b>329,300</b>

Skr mn	January 1, 2021	Cash Flow	Non-cash items			December 31, 2021
			Exchange rate difference	Unrealized changes in fair value	Accrued interest	
Senior debt	287,462	-10,958	22,588	-4,092	—	295,000
Lease liability	19	-24	—	157 <sup>1</sup>	1	153
Derivatives, net	17,832	-1,523	-7,589	-2,410	—	6,310
<b>Total liabilities in financing activities</b>	<b>305,313</b>	<b>-12,505</b>	<b>14,999</b>	<b>-6,345</b>	<b>1</b>	<b>301,463</b>

1 Attributable to an increase in leasing debts due to new leasing agreements.

#### Note 19. Other liabilities

Skr mn	Dec 31, 2022	Dec 31, 2021
Liability against the State for CIRR loans and concessionary loans	8,509	—
Cash payables, debt purchases	982	725
Other	751	442
<b>Total</b>	<b>10,242</b>	<b>1,167</b>

#### Note 20. Accrued expenses and prepaid revenues

Skr mn	Dec 31, 2022	Dec 31, 2021
Interest expenses accrued	4,110	1,793
Other accrued expenses and prepaid revenues	62	82
<b>Total</b>	<b>4,172</b>	<b>1,875</b>

#### Note 21. Provisions

Skr mn	Consolidated Group	
	December 31, 2022	December 31, 2021
Pension liabilities <sup>1</sup>	8	57
Long term employee benefit	7	4
Off balance, expected credit losses <sup>2</sup>	13	7
<b>Total</b>	<b>28</b>	<b>68</b>

1 See Note 5.

2 Provisions for expected credit losses for off-balance-sheet exposures, in accordance with IFRS 9, see Note 9.

#### Not 22. Equity

The total number of shares is 3,990,000 with a par value of Skr 1,000.

Own credit risk consists of gains and losses that arise from changes in SEK's own credit risk on liabilities designated at fair value. These are recognized in Other comprehensive income under the reserve for own credit risk and are not reclassified to profit or loss in the financial statements of the Group.

Defined benefit plans consists of gains and losses that arises from changes in the value of defined benefit plans. These are presented in other comprehensive income in the reserve for defined benefit plans in accordance with IAS 19.

The fair value reserve consists of the hedge reserve (value changes on derivatives in cash flow hedges).

The entire equity is attributable to the shareholder of the Parent Company.

For information on the objectives, policies and processes for managing capital, see Note 30.

#### **Proposal for the distribution of profits**

The results of the Consolidated Group's operations during the year and its financial position at December 31, 2022, can be seen in the Statement of Comprehensive Income, Statement of Financial Position and Statement of Cash Flows for the Consolidated Group and related notes.

The Board has decided to propose to the Annual General Meeting the payment of a dividend of 20 percent of the year's profit, corresponding to Skr 233 million (year-end 2021: Skr 414 million), in accordance with the Company's dividend policy of 20-40 percent. The following proposal regarding distribution of profits relates to the Parent Company.

Skr mn	
At the disposal of the Annual General Meeting	17,278
The Board of Directors proposes that the Annual General Meeting dispose of these funds as follows:	
- dividend to the shareholder of Skr 58.45 per share, amounting to	233
<b>Remaining disposable funds to be carried forward</b>	<b>17,045</b>

#### **Note 23. Pledged assets and contingent liabilities**

Skr mn	Dec 31, 2022	Dec 31, 2021
<b>Collateral provided</b>		
Cash collateral under the security agreements for derivative contracts	10,691	10,417
<b>Contingent liabilities</b>		
Guarantee commitments	4,802	4,767
<b>Commitments</b>		
Committed undisbursed loans	75,369	53,871
Binding offers	—	1,510

#### **Note 24. CIRR-system**

Pursuant to the Company's assignment as stated in its owner instruction issued by the Swedish government, SEK administers credit granting in the Swedish system for officially supported export credits (CIRR-system). SEK receives compensation from the Swedish government in the form of an administrative compensation, which is calculated based on the principal amount outstanding.

The administrative compensation paid by the state to SEK is recognized in the CIRR-system as administrative remuneration to SEK. Refer to the following tables of the statement of comprehensive income and statement of financial positions for the CIRR-system, presented as reported to the owner. Interest expenses includes interest expenses for loans between SEK and the CIRR-system which reflects the borrowing cost for the CIRR-system. Interest expenses for derivatives hedging CIRR-loans are also recognized as interest expenses, which differs from SEK's accounting principles. Arrangement fees to SEK are recognized together with other arrangement fees as interest expenses.

In addition to the CIRR-system, SEK administers the Swedish government's previous concessionary credit program according to the same principles as the CIRR-system. No new lending is being offered under the concessionary credit program. As of December 31, 2022, concessionary loans outstanding amounted to Skr 361 million (year-end 2021: Skr 315 million) and operating profit for the program amounted to Skr -19 million for the period January-December 2022 (2021: Skr -21 million). SEK's administrative compensation for administrating the concessionary credit program amounted to Skr 1 million (2021: Skr 1 million).

**Statement of comprehensive income for the CIRR-system**

Skr mn	2022	2021
Interest income	2,231	2,105
Interest expenses	-2,012	-2,061
Interest compensation	2	7
Foreign exchange effects	3	-1
<b>Profit before compensation to SEK</b>	<b>224</b>	<b>50</b>
Administrative remuneration to SEK	-236	-197
<b>Operating profit CIRR-system</b>	<b>-12</b>	<b>-147</b>
Reimbursement to (-) / from (+) the State	12	147

**Statement of financial position for the CIRR-system**

Skr mn	Dec 31, 2022	Dec 31, 2021
Cash and cash equivalents	1	8
Loans	94,241	87,872
Derivatives	8,571	36
Other assets	218	7,359
Prepaid expenses and accrued revenues	1,597	470
<b>Total assets</b>	<b>104,628</b>	<b>95,745</b>
Liabilities	103,336	88,092
Derivatives	—	7,060
Accrued expenses and prepaid revenues	1,292	593
<b>Total liabilities and equity</b>	<b>104,628</b>	<b>95,745</b>
<b>Commitments</b>		
Committed undisbursed loans	56,265	39,084
Binding offers	—	1,510

**Note 25. Capital adequacy**
**Capital Adequacy Analysis**

Capital ratios	December 31, 2022	December 31, 2021
	percent <sup>1</sup>	percent <sup>1</sup>
Common Equity Tier 1 capital ratio	20.6	21.6
Tier 1 capital ratio	20.6	21.6
Total capital ratio	20.6	21.6

1 Capital ratios exclusive of buffer requirements are the quotients of the relevant capital measure and the total risk exposure amount. See tables Own funds - adjusting items and Minimum capital requirements exclusive of buffers.

	December 31, 2022		December 31, 2021	
	Skr mn	percent <sup>1</sup>	Skr mn	percent <sup>1</sup>
<b>Total risk-based capital requirement</b>				
<b>Capital base requirement of 8 percent<sup>2</sup></b>	<b>8,074</b>	<b>8.0</b>	<b>7,371</b>	<b>8.0</b>
of which Tier 1 requirement of 6 percent	6,056	6.0	5,528	6.0
of which minimum requirement of 4.5 percent	4,542	4.5	4,146	4.5
<b>Pillar 2 capital requirements<sup>3</sup></b>	<b>3,704</b>	<b>3.7</b>	<b>3,382</b>	<b>3.7</b>
Common Equity Tier 1 capital available to meet buffer requirements <sup>4</sup>	9,013	8.9	9,149	9.9
<b>Capital buffer requirements</b>	<b>3,330</b>	<b>3.3</b>	<b>2,333</b>	<b>2.5</b>
of which Capital conservation buffer	2,523	2.5	2,303	2.5
of which Countercyclical buffer	807	0.8	30	0.0
<b>Pillar 2 guidance<sup>5</sup></b>	<b>1,514</b>	<b>1.5</b>	<b>1,382</b>	<b>1.5</b>
<b>Total risk-based capital requirement including Pillar 2 guidance</b>	<b>16,622</b>	<b>16.5</b>	<b>14,468</b>	<b>15.7</b>

1 Expressed as a percentage of total risk exposure amount.

2 The minimum requirements according to CRR (Regulation (EU) No 575/2013 of the European Parliament and of the Council of June 26, 2013 on prudential requirements for credit institutions and investment firms).

3 Individual Pillar 2 requirement of 3.67 percent calculated on the total risk exposure amount, according to the decision from the latest Swedish FSA SREP.

4 Common Equity Tier 1 capital available to meet buffer requirement after 8 percent minimum capital requirement (SEK covers all minimum requirements with CET1 capital - that is 4.5 percent, 1.5 percent, and 2 percent) and after the Pillar 2 requirements (3.67 percent).

5 On September 29, 2021, the Swedish FSA notified SEK, within the latest SREP, that in addition to the capital requirements according to Regulation (EU) no 575/2013 on prudential requirements, SEK should hold additional capital (Pillar 2 guidance) of 1.50 percent of the total risk-weighted exposure amount. The Pillar 2 guidance is not a binding requirement.

	December 31, 2022		December 31, 2021	
	Skr mn		Skr mn	
<b>Leverage ratio<sup>1</sup></b>				
On-balance sheet exposures		241,239		209,889
Off-balance sheet exposures		7,357		5,309
<b>Total exposure measure</b>		<b>248,596</b>		<b>215,198</b>
<b>Leverage ratio<sup>2</sup></b>		<b>8.4%</b>		<b>9.3%</b>

1 The leverage ratio reflects the full impact of IFRS 9 as no transitional rules were utilized.

2 Defined by CRR as the quotient of the Tier 1 capital and an exposure measure.

	December 31, 2022		December 31, 2021	
	Skr mn	percent <sup>1</sup>	Skr mn	percent <sup>1</sup>
<b>Total Leverage ratio requirement</b>				
Capital base requirement of 3 percent	7,458	3.0	6,456	3.0
Pillar 2 guidance <sup>2</sup>	373	0.2	323	0.2
<b>Total capital requirement relating to leverage ratio</b>	<b>7,831</b>	<b>3.2</b>	<b>6,779</b>	<b>3.2</b>

1 Expressed as a percentage of total exposure amount.

2 On September 29, 2021, the Swedish FSA notified SEK, within the latest SREP, that SEK should hold additional capital (Pillar 2 guidance) of 0.15 percent calculated on the total leverage ratio exposure measure. The Pillar 2 guidance is not a binding requirement.

**Own funds — adjusting items**

Skr mn	Parent Company	
	Dec 31, 2022	Dec 31, 2021
Share capital <sup>1</sup>	3,990	3,990
Retained earnings	16,133	15,518
Accumulated other comprehensive income and other reserves	212	323
Independently reviewed profit net of any foreseeable charge or dividend	1,009	601
<b>Common Equity Tier 1 (CET1) capital before regulatory adjustments</b>	<b>21,344</b>	<b>20,432</b>
Additional value adjustments due to prudent valuation	-474	-395
Intangible assets	-44	-99
Fair value reserves related to gains or losses on cash flow hedges	97	—
Gains or losses on liabilities valued at fair value resulting from changes in own credit standing	9	98
Negative amounts resulting from the calculation of expected loss amounts	-94	-111
<b>Total regulatory adjustments to Common Equity Tier 1 capital</b>	<b>-506</b>	<b>-507</b>
<b>Total Common Equity Tier 1 capital</b>	<b>20,838</b>	<b>19,925</b>
<b>Total Own funds</b>	<b>20,838</b>	<b>19,925</b>

1 For a detailed description of the instruments constituting share capital, see Note 22.

**Minimum capital requirements exclusive of buffers**

Skr mn	Parent Company					
	December 31, 2022			December 31, 2021		
	EAD <sup>1</sup>	Risk exposure amount	Min. capital requirement	EAD <sup>1</sup>	Risk exposure amount	Min. capital requirement
<b>Credit risk, standardized approach</b>						
Corporates	3,012	2,987	239	2,990	2,990	239
Default exposures	102	102	8	74	74	6
<b>Total credit risk, standardized approach</b>	<b>3,114</b>	<b>3,089</b>	<b>247</b>	<b>3,064</b>	<b>3,064</b>	<b>245</b>
<b>Credit risk, IRB approach</b>						
Central governments	242,609	11,018	882	196,606	9,673	774
Financial institutions <sup>2</sup>	33,299	6,356	508	41,082	8,843	707
Corporates <sup>3</sup>	136,849	72,779	5,822	115,412	62,988	5,039
Non-credit-obligation assets	351	351	28	372	372	30
<b>Total credit risk IRB approach</b>	<b>413,108</b>	<b>90,504</b>	<b>7,240</b>	<b>353,472</b>	<b>81,876</b>	<b>6,550</b>
Credit valuation adjustment risk	n.a.	2,565	205	n.a.	2,922	233
Foreign exchange risk	n.a.	800	64	n.a.	645	52
Commodity risk	n.a.	19	2	n.a.	11	1
Operational risk	n.a.	3,949	316	n.a.	3,622	290
<b>Total</b>	<b>416,222</b>	<b>100,926</b>	<b>8,074</b>	<b>356,536</b>	<b>92,140</b>	<b>7,371</b>

1 Exposure at default (EAD) shows the size of the outstanding exposure at default.

2 Of which counterparty risk in derivative contracts: EAD Skr 6,355 million (year-end 2021: Skr 5,975 million), Risk exposure amount of Skr 2,022 million (year-end 2021: Skr 2,000 million) and Capital requirement of Skr 162 million (year-end 2021: Skr 160 million).

3 Of which related to Specialized lending: EAD Skr 6,112 million (year-end 2021: Skr 5,224 million), Risk exposure amount of Skr 4,412 million (year-end 2021: Skr 3,589 million) and Capital requirement of Skr 353 million (year-end 2021: Skr 287 million).



### Credit risk by PD grade

The tables illustrate the exposure at default (EAD), the portion of the exposure that will be lost in the event of a default (LGD) and the probability of default or cancellation of payments by a counterparty (PD) for the exposure classes where PD is estimated internally. Average PD is calculated without consideration of PD floors. Average PD and LGD are weighted by EAD, the average risk weight is the quotient of risk exposure amount and EAD.

Skr mn	December 31, 2022					December 31, 2021				
	AAA to AA- 0.003%- 0.01%	A+ to A- 0.02- 0.06%	BBB+ to BBB- 0.10-0.27%	BB+ to B- 0.45- 7.69%	CCC to D 38.28- 100%	AAA to AA- 0.003%- 0.01%	A+ to A- 0.02- 0.07%	BBB+ to BBB- 0.12- 0.32%	BB+ to B- 0.54- 6.80%	CCC to D 44.36- 100%
<b>Central governments</b>										
EAD	238,038	4,556	—	15	—	191,669	4,587	—	—	—
Average PD in %	0.003	0.04	—	2.0	—	0.004	0.05	—	—	—
Average LGD in %	45.0	45.0	—	45.0	—	45.0	45.0	—	—	—
Average risk weight in %	4.3	17.4	—	122.5	—	4.6	20.3	—	—	—
Skr mn	December 31, 2022					December 31, 2021				
	AAA to AA- 0.01%- 0.04%	A+ to A- 0.06- 0.11%	BBB+ to BBB- 0.16-0.32%	BB+ to B- 0.50- 8.27%	CCC to D 28.91- 100%	AAA to AA- 0.01%- 0.04%	A+ to A- 0.06- 0.11%	BBB+ to BBB- 0.16-0.32%	BB+ to B- 0.50- 8.27%	CCC to D 28.91- 100%
<b>Financial institutions</b>										
EAD	12,662	19,471	1,089	77	—	18,176	21,637	1,225	43	—
Average PD in %	0.04	0.07	0.27	1.18	—	0.04	0.07	0.25	1.16	—
Average LGD in %	34.9	30.8	45.0	45.0	—	35.7	32.8	45.0	45.0	—
Average risk weight in %	17.2	19.8	71.1	130.4	—	17.6	22.0	67.9	129.3	—
<b>Corporates</b>										
EAD	3,374	25,955	71,615	29,774	18	2,562	16,286	67,509	23,810	22
Average PD in %	0.03	0.09	0.24	0.74	88.4	0.04	0.09	0.24	0.74	89.43
Average LGD in %	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0
Average risk weight in %	13.2	25.8	50.4	84.3	42.9	19.2	30.0	49.9	85.4	39.2

### Credit risks

For risk classification and quantification of credit risk, SEK uses an internal ratings-based (IRB) approach. Specifically, SEK applies the foundation IRB approach. Under the foundation IRB approach, the company determines the probability of default within one year (PD) for each of its counterparties, while the remaining parameters are established in accordance with the CRR. Application of the IRB approach requires the Swedish FSA's permission and is subject to ongoing supervision.

Certain exposures are, by permission from the Swedish FSA, exempted from application of the IRB approach and, instead, the standardized approach is applied for calculating the capital requirement. For further information regarding these exposures see the Risk measurement section in Note 26. Counterparty risk exposure amounts in derivative contracts are calculated in accordance with the standardized approach for counterparty credit risk.

### Credit valuation adjustment risk

A capital requirement for credit valuation adjustment risk is calculated for all OTC derivatives, except for credit derivatives used as credit risk hedges and transactions with a qualifying central counterparty. SEK calculates this capital requirement using the standardized approach.

### Foreign exchange risk

Foreign exchange risk is calculated with the standardized approach, whereas the scenario approach is used for calculating the gamma and volatility risks.

### Commodity risk

Own funds requirements for commodity risk are calculated using the simplified approach under the standardized approach, and where the scenario approach is used for calculating the gamma and volatility risks.

### Operational risk

The capital requirement for operational risk is calculated with the standardized approach, whereby the Company's operations are divided into business areas as defined in the CRR. The capital requirement for each area is calculated by multiplying a factor, depending on the business area, by an income indicator. The factors applicable for SEK are 15 percent and 18 percent. The income indicators consist of the average operating income for the past three fiscal years for each business area.

### Transitional rules

SEK does not apply IFRS9 transitional rules for expected losses. The capital adequacy ratios already reflect the full impact of IFRS 9 with regard to expected loss.

### Capital buffer requirements

SEK met capital buffer requirements with Common Equity Tier 1 capital as of December 31, 2022. The Swedish FSA has not classified SEK as a systemically important institution. Accordingly, the capital buffer requirements for systemically important institutions that entered into force on January 1, 2016 do not apply to SEK. The mandatory capital conservation buffer is 2.5 percent. The countercyclical buffer rate that is applied to exposures located in Sweden was increased from 0 percent to 1 percent as of September 29, 2022. At December 31, 2022, the capital requirement related to credit risk exposures in Sweden was 71 percent (year-end 2021: 68 percent) of the total capital requirement regardless of location, this fraction is also the weight applied to the Swedish buffer rate when calculating SEK's countercyclical capital buffer. On June 21, 2022, the Swedish FSA decided to further increase the countercyclical buffer rate to 2 percent, which will take effect on June 22, 2023. Buffer rates activated in other countries may impact SEK, but as most capital requirements from relevant credit exposures are related to Sweden, the potential effect is limited. At December 31, 2022, the contribution to SEK's countercyclical capital buffer from buffer rates in other countries was 0.09 percentage points (year-end 2021: 0.03 percentage points).

### Leverage ratio

The leverage ratio is a metric that was introduced in 2015. A capital base requirement amounts to 3 percent and is calculated on the total leverage ratio exposure measure. The leverage ratio is defined in the CRR as the quotient of the Tier 1 capital and an exposure measure. The exposure measure consists of assets, with special treatment of derivatives among other items, and off-balance-sheet credit risk exposures that have been weighted with a factor depending on the type of exposure. SEK does not apply IFRS9 transitional rules for expected losses. The leverage ratio already reflects the full impact of IFRS 9 with regard to expected loss. SEK has a leverage ratio of 8.4 percent as of December 31, 2022, that well exceeds the requirements.

### Pillar 2 guidance

The Pillar 2 guidance refers to what the Swedish FSA believes to be an appropriate level of the institution's own funds. The difference between the believed appropriate level of own funds and the minimum capital requirement, the Pillar 2 capital requirement and the combined capital buffer requirement is calculated, decided and established by the Swedish FSA in the form of a non-binding recommendation (so-called Pillar 2 guidance). The Pillar 2 guidance covers both the risk-based capital requirement and the leverage ratio requirement, and replaces the previous capital planning buffer.

### Internally assessed capital adequacy

Skr mn	Dec 31, 2022	Dec 31, 2021
Credit risk	7,202	6,038
Operational risk	311	225
Market risk	1,466	1,247
Other risks	205	234
Capital planning buffer	2,697	1,610
<b>Total</b>	<b>11,881</b>	<b>9,354</b>

SEK regularly conducts an internal capital adequacy assessment process (ICAAP), during which the company determines how much capital is needed to cover its risks. The result of SEK's capital adequacy assessment is presented above. For more information regarding the ICAAP and its methods, please see Note 30.

#### Liquidity coverage

Skr bn, 12 month average	Dec 31, 2022	Dec 31, 2021
Total liquid assets	58.4	56.1
Net liquidity outflows <sup>1</sup>	10.9	10.1
Liquidity outflows	25.0	21.2
Liquidity inflows	15.7	12.2
<b>Liquidity Coverage Ratio</b>	<b>784%</b>	<b>695%</b>

1 Net liquidity outflows is calculated as the net of liquidity outflows and capped liquidity inflows. Capped liquidity inflows is calculated in accordance with article 425 of CRR (EU 575/2013) and article 33 of the Commission Delegated Regulation (EU) 2015/61.

Information on Liquidity Coverage Ratio (LCR) in accordance with article 447 of the CRR (EU 575/2013), calculated in accordance with the Commission Delegated Regulation (EU) 2015/61.

#### Net stable funding

Skr bn	Dec 31, 2022	Dec 31, 2021
Available stable funding	235.2	245.9
Requiring stable funding	198.2	176.4
<b>Net Stable Funding Ratio</b>	<b>119%</b>	<b>139%</b>

Information on Net Stable Funding Ratio (NSFR) in accordance with article 447 of the CRR (EU 575/2013), calculated in accordance with the Commission Delegated Regulation (EU) 2015/61.

#### Note 26. Risk information

For further information on SEK's risk management, see Note 30.

Consolidation of SEK pursuant to the supervisory regulations differs from consolidation in the consolidated financial statements, where no consolidation pursuant to the supervisory regulation was conducted, since the wholly owned subsidiary, SEKETT AB, which is the only company in the Group aside from the Parent Company, is not a financial company. Since no subsidiary is an institute pursuant to the CRR definition, subsidiaries are not subject to the supervisory regulations on an individual basis. The table of credit quality per category in the Statement of Financial Position and the table illustrating the link between the Statement of Financial Position categories and exposures under the CRR, contain carrying amounts. Other tables show amounts in accordance with the capital requirements calculations before the application of conversion factors.

#### Credit risk

Credit risk is the risk of default on a debt that may arise from a borrower failing to make required payments. A credit risk can be divided into credit default risk, concentration risk, and country risk (see Note 30).

SEK's credit risks are limited using a risk-based selection of counterparties and are further mitigated by the use of guarantees, credit insurance, netting agreements and collateral.

## **Risk management**

### *The Risk policy and the Credit Policy*

The Risk Policy and the Credit Policy issued by the Board, and the Credit Instruction issued by the Board's Credit Committee, are the foundations upon which SEK's credit risk management is based. These policy documents constitute the framework for the level of credit risk that SEK can accept and describe the decision-making structure and credit decision mandate as well as the credit norm. The underlying methodological working papers clarify the credit process, fundamental principles for credit limits and the management of problem loans.

The credit norm is a core concept for SEK's credit granting and clarifies expectations in terms of credit quality. For a business transaction to be considered to fall within the credit norm, it is necessary for the proposition to satisfy the requirements in the following areas: norm for the risk level and norm for the lending terms.

The Company's Board establishes an overall framework for SEK's risk management in the form of policies, risk appetite, capital targets (decided at the Annual General Meeting) and limits. For credit risk, a number of measures are defined for risk appetite. SEK's risk appetite for credit risk is low to moderate, but higher than for other risks. The Board also decides on the Company's policy for sustainable business. All credit decisions are to be made in line with the decision-making mandate structure established by the Board for delegated decision-making. SEK's credit-decision structure and established mandates are built on a decision-making structure based on the duality principle, thus ensuring thorough analysis and assessment of all credit propositions.

### *Risk reduction*

Credit risk is reduced through the use of various credit risk hedges, in the form of guarantees, netting agreements, credit insurance and other forms of collateral.

The guarantors, particularly with regard to lending to exporters' customers, are predominantly government export credit agencies in the OECD, of which the EKN is the largest. Since credit risk is allocated to a guarantor, SEK's guaranteed credit risk exposure in reports of its net credit risk exposure largely consists of exposure to government counterparties. Guarantees are also received from financial institutions and, to a lesser extent, non-financial corporations and insurance companies.

The counterparty risk associated with derivative contracts is always documented using ISDA Master Agreements, which also entail a netting agreement, with the support of collateral agreements in the form of a CSA. Approved collateral under the CSAs entered into by SEK always take the form of liquid assets.

SEK also uses various types of collateral to reduce credit risks pertaining to certain types of credit granting. While collateral is significant for individual transactions, it has a limited impact on the total lending portfolio.

### *Limit setting*

SEK utilizes limits to restrict credit risks to a specified level. Limits express the highest permissible exposure to a counterparty for specific tenors and for various types of exposures, such as corporate lending, guarantees, counterparty risk in derivative contracts or liquidity investments. Exposures must be encompassed within the limits that have been decided for the particular counterparties. The overall limits are set by the Board. All limits are reviewed at least once annually.

*Testing provisions*

SEK applies IFRS 9 for the impairment of financial instruments. Impairment is based on the model for expected credit losses (ECL). The assets being impairment tested are divided into three stages: Stage 1, Stage 2 and Stage 3. Initially, all exposures are in Stage 1. Exposures where there is a significant increase in credit risk are placed in Stage 2 and Stage 3 encompasses exposures in default. Stage 3 impairments are calculated through individual testing based on an expert assessment. Individual testing provisions are made when objective conditions exist that indicate a possible need for the financial asset to be impaired according to Stage 3. The Credit Committee prepares provision proposals from the account managers and credit analysts, which are thereafter determined by the Board's Credit Committee. The Board adopts the accounts and thereby the provisions. Refer to Note 1(h) for more information on the calculation of expected credit losses under IFRS 9.

**Risk measurement**

With the exception of a few counterparties, SEK uses, and has permission to use, the Foundation IRB approach for measuring the credit risk inherent in exposures to a majority of SEK's counterparties. This means that for these exposures SEK uses its own estimates of the probability of default (PD) risk parameter which, per counterparty, reflects the assigned internal rating. Other risk parameters, including loss given default (LGD) and credit conversion factors (CCF), are determined by the Capital Requirements Regulation (CRR). All of SEK's counterparties are assigned internal ratings. ESG factors are integrated into the assessment of the counterparty's creditworthiness.

SEK's permission from the Swedish FSA to use the Foundation IRB approach encompasses exposures to central governments, regional governments, county councils, multilateral development banks, and companies, including insurance companies and financial institutions. The Swedish FSA has granted SEK permission to apply exceptions from the IRB approach for certain exposures. For these exposures, SEK uses the Standardized approach and external ratings when calculating risk exposure amounts (when no external rating is available, the exposure is assigned a risk weight of 100 percent).

The exempted exposures, for which the Standardized approach are used, are as follows (the permissions are valid as long as these exposures are of minor importance in terms of scope and risk profile):

exposures to small and medium-sized companies (with an annual turnover not exceeding EUR 50 million);

exposures in the Customer Finance business area; and

guarantees for the benefit of small and medium-sized enterprises.

In the assessment of capital adequacy, those counterparties using external ratings are assigned an internal rating under IFRS 9.

*Counterparty risk in derivative contracts*

Counterparty risk in derivative contracts — which is a type of credit risk — arises when derivatives are used to manage risks. To limit this risk, SEK enters into such transactions solely with counterparties with strong credit ratings. Risk is further reduced by SEK's entering into ISDA Master Agreements (ISDAs), together with associated CSAs, with its counterparties before entering into derivative contracts. These bilateral CSAs define the maximum permissible risk levels in form of threshold amounts. ISDA and CSA agreements are reviewed continuously to be able to renegotiate the terms as necessary. For counterparty exposures that exceed the threshold amounts under the relevant CSAs due to market value changes, settlement is demanded so that the counterparty exposure is reduced to the pre-agreed level. Additionally, SEK is monitoring the new initial margin requirements for non-centrally cleared transactions according to the European Markets Infrastructure Regulation (EMIR). Furthermore, interest derivative contracts are cleared with a central counterpart according to EMIR. SEK measures the exposures from counterparty risk by using the standardized approach (SA-CCR) described in the CRR.

## Risk monitoring

SEK's exposures are analyzed, reported and followed up regularly in respect of credit portfolio risk concentration and the credit quality of individual debtors. The analysis encompasses, among other things, (i) the size of individual commitments, (ii) domicile and (iii) sector. The analysis refers to both direct exposure and indirect exposure. The concentration risks mentioned above are reflected in SEK's calculation of economic capital for credit risks, which leads to a higher capital requirement compared with the minimum capital requirement. When calculating capital requirements, the minimum capital requirement does not take concentration risks into account. For the purpose of monitoring and checking large exposures, SEK has defined internal limits, which impose further limitations on the size of such exposures in addition to those stated in the CRR.

Exposures assessed as problem loans, meaning those for which SEK assesses that there is a high probability that the undertaking according to the original agreement will not be fulfilled, are analyzed in greater detail and more frequently. The term "problem loans" encompasses forbore exposures, non-performing receivables, non-performing exposures and defaulted exposures. The intention is to identify, at an early stage, credits with an elevated risk. This is to adapt the exposure, reduce credit losses and ensure that the risk rating reflects the actual risk associated with the particular counterparty.

The credit portfolio is subject to regular stress tests. The results of the scenario analyses and stress tests are reported to the Board and the Finance and Risk Committee on a regular basis. The Company's risk and product rating, and risk estimates, comprise a central feature of the reporting of credit risk to the Board, the Board's Finance and Risk Committee, management and the Credit Committee. The CEO and the Chief Risk Officer inform the Board and the Board's Finance and Risk Committee of all significant changes concerning SEK's IRB system. SEK's IRB system is validated by the independent risk function at least once annually.

## Risk information

For a supplementary and expanded account of the credit risk-related information, refer to the separate risk report, "Capital Adequacy and Risk Management (Pillar 3) Report 2022".

### Risk information, credit risk

The following table shows the maximum credit exposure. Nominal amounts are shown, apart from cash and cash equivalents and derivatives, which are recognized at the carrying amount. Maximum credit risk exposure for loans to credit institutions and loans to the public includes committed but undisbursed loans at year end, which are recognized in nominal amounts.

Skr mn	December 31, 2022	
	Assets at fair value through profit or loss	Amortized costs
Cash and cash equivalents	—	4,060
Treasuries/government bonds	15,049	—
Other interest-bearing securities except loans	57,226	—
Loans in the form of interest-bearing securities	—	54,528
Loans to credit institutions	—	20,374
Loans to the public	—	280,620
Derivatives	10,304	—
<b>Total financial assets</b>	<b>82,579</b>	<b>359,582</b>

Skr mn	December 31, 2021	
	Assets at fair value through profit or loss	Amortized costs
Cash and cash equivalents	—	11,128
Treasuries/government bonds	10,884	—
Other interest-bearing securities except loans	45,959	—
Loans in the form of interest-bearing securities	—	46,736
Loans to credit institutions	—	12,891
Loans to the public	—	238,599
Derivatives	8,419	—
<b>Total financial assets</b>	<b>65,262</b>	<b>309,354</b>

The table below shows the credit quality following risk mitigation (net) per row in the Statement of Financial Position. The figures pertain to carrying amounts. SEK uses guarantees and insurance policies as credit risk hedges. The credit quality of financial assets is assessed using internal and external ratings.

Skr mn	December 31, 2022					Carrying amount
	AAA	AA+ to A-	BBB+ to BBB-	BB+ to B-	CCC to D	
Cash and cash equivalents	3,000	1,060	—	—	—	4,060
Treasuries/government bonds	1,106	13,942	—	—	—	15,048
Other interest-bearing securities except loans	29,922	27,222	—	—	—	57,144
Loans in the form of interest-bearing securities	3,031	16,949	30,238	4,039	—	54,257
Loans to credit institutions	6,434	13,115	2,480	116	—	22,145
Loans to the public	113,495	27,062	39,597	27,468	115	207,737
Derivatives	—	10,257	47	—	—	10,304
<b>Total financial assets</b>	<b>156,988</b>	<b>109,607</b>	<b>72,362</b>	<b>31,623</b>	<b>115</b>	<b>370,695</b>
<i>Committed undisbursed loans</i>	<i>66,058</i>	<i>1,389</i>	<i>5,284</i>	<i>2,638</i>	—	<i>75,369</i>

Skr mn	December 31, 2021					Carrying amount
	AAA	AA+ to A-	BBB+ to BBB-	BB+ to B-	CCC to D	
Cash and cash equivalents	11,128	—	—	—	—	11,128
Treasuries/government bonds	2,493	8,379	—	—	—	10,872
Other interest-bearing securities except loans	23,669	21,412	—	800	—	45,881
Loans in the form of interest-bearing securities	2,982	10,783	3,365	29,448	—	46,578
Loans to credit institutions	4,122	14,573	115	1,965	—	20,775
Loans to the public	101,245	20,206	20,983	37,758	96	180,288
Derivatives	—	7,427	—	992	—	8,419
<b>Total financial assets</b>	<b>145,639</b>	<b>82,780</b>	<b>24,463</b>	<b>70,963</b>	<b>96</b>	<b>323,941</b>
<i>Committed undisbursed loans</i>	<i>48,633</i>	<i>852</i>	<i>1,423</i>	<i>2,963</i>	—	<i>53,871</i>

The table below illustrates the link between the Statement of Financial Position categories and net exposures according to CRR.

December 31, 2022								
Skr bn	Carrying amount	Adjustment to carrying amount from exposure	Central governments	Regional governments	Multilateral development banks	Public sector entity	Financial institutions	Corporates
Cash and cash equivalents	4.1	—	3.0	—	—	—	1.1	0.0
Treasuries/government bonds	15.0	—	15.0	—	—	—	—	—
Other interest-bearing securities except loans	57.1	-0.1	15.0	20.2	5.3	2.1	14.6	—
Loans in the form of interest-bearing securities	54.3	-0.2	3.0	—	—	—	—	51.5
Loans to credit institutions including cash and cash equivalents <sup>1</sup>	22.1	10.7	5.9	1.5	—	—	3.3	0.7
Loans to the public	207.7	-1.3	120.2	0.7	0.8	—	7.1	80.2
Derivatives	10.3	3.9	—	—	—	—	6.4	0.0
Other assets	0.3	0.3	—	—	—	—	—	—
<b>Total financial assets</b>	<b>370.9</b>	<b>13.3</b>	<b>162.1</b>	<b>22.4</b>	<b>6.1</b>	<b>2.1</b>	<b>32.5</b>	<b>132.4</b>
Contingent liabilities and commitments <sup>2</sup>	80.3	-0.3	65.2	0.9	0.4	—	1.1	13.0
<b>Total</b>	<b>451.2</b>	<b>13.0</b>	<b>227.3</b>	<b>23.3</b>	<b>6.5</b>	<b>2.1</b>	<b>33.6</b>	<b>145.4</b>

December 31, 2021								
Skr bn	Carrying amount	Adjustment to carrying amount from exposure	Central governments	Regional governments	Multilateral development banks	Public sector entity	Financial institutions	Corporates
Cash and cash equivalents	11.1	0.1	2.0	0.0	0.0	0.0	9.0	0.0
Treasuries/government bonds	10.9	0.0	10.9	0.0	0.0	0.0	0.0	0.0
Other interest-bearing securities except loans	45.9	4.6	6.7	11.6	2.6	5.4	11.9	3.1
Loans in the form of interest-bearing securities	46.6	-0.1	3.0	0.0	0.0	0.0	0.0	43.7
Loans to credit institutions including cash and cash equivalents <sup>1</sup>	20.8	11.6	3.6	2.4	0.0	0.0	2.5	0.7
Loans to the public	180.3	-1.0	109.9	0.3	0.4	0.0	5.5	65.2
Derivatives	8.4	2.4	0.0	0.0	0.0	0.0	6.0	0.0
Other assets	7.5	7.5	0.0	0.0	0.0	0.0	0.0	0.0
<b>Total financial assets</b>	<b>331.5</b>	<b>25.1</b>	<b>136.1</b>	<b>14.3</b>	<b>3.0</b>	<b>5.4</b>	<b>34.9</b>	<b>112.7</b>
Contingent liabilities and commitments <sup>2</sup>	60.1	-6.0	49.4	1.0	0.0	0.0	6.3	9.4
<b>Total</b>	<b>391.6</b>	<b>19.1</b>	<b>185.5</b>	<b>15.3</b>	<b>3.0</b>	<b>5.4</b>	<b>41.2</b>	<b>122.1</b>

1 Skr 10.7 billion (2021: Skr 10.4 billion) of the book value for Loans to credit institutions is cash collateral under the CSAs for derivative contracts.

2 Contingent liabilities and commitments, except cash collateral.

Derivative exposure after netting under current ISDA Master Agreements in accordance with the CRR's management of the counterparty risk in derivative contracts amounts to Skr 6.4 billion (2021: Skr 6.0 billion).

#### Total credit exposures in the Group

Net exposures are recognized after taking the impact of credit risk hedges into account. Gross exposures are recognized without taking the impact of credit risk hedges into account. According to the internal risk follow-up, the amounts coincide with the capital requirements calculations, although without the application of conversion factors. In tables showing the geographical breakdown of exposures, North America is shown excluding Central America.

#### Total net exposures



Skr bn	Interest-bearing securities and lending				Committed undisbursed loans, derivatives, etc.				Total			
	Dec 31, 2022		Dec 31, 2021		Dec 31, 2022		Dec 31, 2021		Dec 31, 2022		Dec 31, 2021	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Exposure class												
Central governments	162.3	46.2	136.1	44.4	65.0	75.0	49.4	74.8	227.3	51.9	185.5	49.8
Regional governments	22.5	6.4	14.3	4.7	0.8	0.9	1.0	1.5	23.3	5.3	15.3	4.1
Multilateral development banks	6.1	1.7	3.0	1.0	0.4	0.5	—	—	6.5	1.5	3.0	0.8
Public sector entity	2.1	0.6	5.4	1.7	—	—	—	—	2.1	0.5	5.4	1.4
Financial institutions	26.1	7.4	34.9	11.4	7.5	8.6	6.3	9.5	33.6	7.6	41.2	11.1
Corporates	132.4	37.7	112.7	36.8	13.0	15.0	9.4	14.2	145.4	33.2	122.1	32.8
<b>Total</b>	<b>351.5</b>	<b>100.0</b>	<b>306.4</b>	<b>100.0</b>	<b>86.7</b>	<b>100.0</b>	<b>66.1</b>	<b>100.0</b>	<b>438.2</b>	<b>100.0</b>	<b>372.5</b>	<b>100.0</b>

#### Geographical breakdown of credit exposures

#### Geographical breakdown of gross exposures by exposure class

Skr bn	December 31, 2022								
	Middle East/ Africa/ Turkey	Asia excl. Japan	Japan	North America	Latin America	Sweden	Western Europe excl. Sweden	Central and Eastern Europe	Total
Central governments	27.7	3.2	2.4	—	42.5	6.7	24.2	—	106.7
Regional governments	1.5	—	—	—	—	16.3	4.1	—	21.9
Multilateral development banks	—	0.3	—	1.1	—	—	3.9	—	5.3
Public sector entity	—	—	—	—	—	—	2.1	—	2.1
Financial institutions	—	—	0.0	0.8	—	16.4	10.0	6.8	34.0
Corporates	18.2	3.9	—	75.8	12.5	118.4	35.8	3.6	268.2
<b>Total</b>	<b>47.4</b>	<b>7.4</b>	<b>2.4</b>	<b>77.7</b>	<b>55.0</b>	<b>157.8</b>	<b>80.1</b>	<b>10.4</b>	<b>438.2</b>

Skr bn	December 31, 2021								
	Middle East/ Africa/ Turkey	Asia excl. Japan	Japan	North America	Latin America	Sweden	Western Europe excl. Sweden	Central and Eastern Europe	Total
Central governments	25.9	3.3	1.9	1.3	42.2	6.6	10.1	—	91.3
Regional governments	1.6	—	—	—	—	10.4	0.0	—	12.0
Multilateral development banks	—	—	—	—	—	—	2.6	—	2.6
Public sector entity	—	—	—	—	—	—	5.4	—	5.4
Financial institutions	—	—	2.3	3.9	—	17.5	15.3	0.1	39.1
Corporates	13.2	4.4	1.2	56.5	8.8	99.8	34.0	4.2	222.1
<b>Total</b>	<b>40.7</b>	<b>7.7</b>	<b>5.4</b>	<b>61.7</b>	<b>51.0</b>	<b>134.3</b>	<b>67.4</b>	<b>4.3</b>	<b>372.5</b>

# Geographical breakdown of net exposures by exposure class

December 31, 2022										
Skr bn	Middle East/ Africa/ Turkey	Asia excl. Japan	Japan	North America	Latin America	Sweden	Western Europe excl. Sweden	Central and Eastern Europe	Total	
Central governments	0.0	0.3	2.4	0.8	—	191.3	30.3	2.2	227.3	
Regional governments	—	—	—	—	—	19.2	4.1	—	23.3	
Multilateral development banks	—	0.3	—	1.1	—	—	5.1	—	6.5	
Public sector entity	—	—	—	—	—	—	2.1	—	2.1	
Financial institutions	0.1	—	0.2	1.3	—	16.0	15.9	0.1	33.6	
Corporates	0.2	1.0	1.3	6.5	3.8	97.0	34.4	1.2	145.4	
<b>Total</b>	<b>0.3</b>	<b>1.6</b>	<b>3.9</b>	<b>9.7</b>	<b>3.8</b>	<b>323.5</b>	<b>91.9</b>	<b>3.5</b>	<b>438.2</b>	

December 31, 2021										
Skr bn	Middle East/ Africa/ Turkey	Asia excl. Japan	Japan	North America	Latin America	Sweden	Western Europe excl. Sweden	Central and Eastern Europe	Total	
Central governments	—	0.4	2.0	2.0	—	161.5	17.0	2.6	185.5	
Regional governments	—	—	—	—	—	15.3	0.0	—	15.3	
Multilateral development banks	—	—	—	—	—	—	3.0	—	3.0	
Public sector entity	—	—	—	—	—	—	5.4	—	5.4	
Financial institutions	0.0	—	2.4	4.9	—	15.1	18.6	0.2	41.2	
Corporates	1.4	1.2	3.3	5.7	3.3	82.7	23.1	1.4	122.1	
<b>Total</b>	<b>1.4</b>	<b>1.6</b>	<b>7.7</b>	<b>12.6</b>	<b>3.3</b>	<b>274.6</b>	<b>67.1</b>	<b>4.2</b>	<b>372.5</b>	

## Impact of credit risk hedges by exposure class and hedge type

The table below shows, on the basis of gross exposure class, a breakdown based on whether or not the amounts are covered by credit risk hedges that are included in the capital adequacy calculations. Credit insurance issued by insurance companies is thus counted as a guarantee. Hedged amounts have been divided in accordance with the hedge issuer's exposure class and type of hedge. Accordingly, the tables show the hedge types that convert gross exposures to net exposures.

## Impact of credit risk hedges

### Gross exposures by exposure class

December 31, 2022								whereof subject to the write-down requirement in IFRS9 <sup>1</sup>
Skr bn	Central government	Regional governments	Multilateral development banks	Public Sector Entity	Financial institutions	Corporates	Total	
<b>Amounts related to hedges issued by:</b>								
Central governments	72.7	1.5	—	—	8.2	113.1	195.5	195.5
of which, guarantees issued by the EKN	72.3	1.5	—	—	6.7	101.3	181.8	181.8
of which, guarantees issued by other export credit agencies	0.4	—	—	—	—	6.8	7.2	7.2
of which, other guarantees	—	—	—	—	1.5	5.0	6.5	6.5
Regional governments	—	—	—	—	—	1.3	1.3	1.3
Multilateral development banks	—	—	—	—	—	1.2	1.2	1.2
Financial institutions	0.1	—	—	—	—	7.7	7.8	7.8
of which, credit default swaps	—	—	—	—	—	—	—	—
of which, guarantees	0.1	—	—	—	—	7.7	7.8	7.8
Corporates	0.6	—	—	—	—	14.3	14.9	14.9
of which, credit insurance from insurance companies	0.6	—	—	—	—	11.5	12.1	12.1
of which, other guarantees	—	—	—	—	—	2.8	2.8	2.8
<b>Total hedged exposures</b>	<b>73.4</b>	<b>1.5</b>	<b>—</b>	<b>—</b>	<b>8.2</b>	<b>137.6</b>	<b>220.7</b>	<b>220.7</b>
Unhedged exposures <sup>2</sup>	33.3	20.4	5.3	2.1	25.8	130.6	217.5	145.3
<b>Total</b>	<b>106.7</b>	<b>21.9</b>	<b>5.3</b>	<b>2.1</b>	<b>34.0</b>	<b>268.2</b>	<b>438.2</b>	<b>366.0</b>

December 31, 2021								whereof subject to the write-down requirement in IFRS9 <sup>1</sup>
Skr bn	Central government	Regional governments	Multilateral development banks	Public Sector Entity	Financial institutions	Corporates	Total	
<b>Amounts related to hedges issued by:</b>								
Central governments	70.9	1.6	—	—	—	93.1	165.6	165.6
of which, guarantees issued by the EKN	70.4	1.6	—	—	—	82.6	154.6	154.6
of which, guarantees issued by other export credit agencies	—	—	—	—	—	7.5	7.5	7.5
of which, other guarantees	0.5	—	—	—	—	3.0	3.5	3.5
Regional governments	—	—	—	—	2.4	1.2	3.6	3.6
Multilateral development banks	—	—	—	—	—	0.4	0.4	0.4
Financial institutions	0.1	—	—	—	0.1	5.6	5.8	5.8
of which, credit default swaps	—	—	—	—	—	—	—	—
of which, guarantees	0.1	—	—	—	0.1	5.6	5.8	5.8
Corporates	0.3	—	—	—	—	4.9	5.2	5.2
of which, credit insurance from insurance companies	—	—	—	—	—	0.7	0.7	0.7
of which, other guarantees	0.3	—	—	—	—	4.2	4.5	4.5
<b>Total hedged exposures</b>	<b>71.3</b>	<b>1.6</b>	<b>—</b>	<b>—</b>	<b>2.5</b>	<b>105.2</b>	<b>180.6</b>	<b>180.6</b>
Unhedged exposures <sup>2</sup>	20.0	10.4	2.6	5.4	36.6	116.9	191.9	124.3
<b>Total</b>	<b>91.3</b>	<b>12.0</b>	<b>2.6</b>	<b>5.4</b>	<b>39.1</b>	<b>222.1</b>	<b>372.5</b>	<b>304.9</b>

1 Assets valued at accrued acquisition value, which are subject to the write-down requirements in IFRS 9.

2 Exposures whereby the hedge issuer belongs to the same group as the counterparty in the unhedged exposure have been reported as “Unhedged exposures.” The amounts for these were Skr 24.5 billion (2021: Skr 22.8 billion) for corporates, Skr 0.0 billion (2021: Skr 0.0 billion) for financial institutions and Skr 0.0 billion (2021: Skr 0.0 billion) for central governments.

*Gross exposures Europe, excluding Sweden, breakdown by exposure class*

Skr bn	December 31, 2022						Total
	Central governments	Regional governments	Multilateral development banks	Public sector entity	Financial institutions	Corporates	
Finland	0.0	4.1	—	—	0.2	9.3	13.6
United Kingdom	4.1	—	—	—	0.2	8.0	12.3
Germany	7.3	—	—	2.1	0.6	0.1	10.1
France	5.6	—	—	—	2.5	1.9	10.0
Poland	—	—	—	—	6.7	2.4	9.1
Norway	—	—	—	—	0.1	6.6	6.7
Austria	5.9	—	—	—	—	—	5.9
Denmark	0.6	—	—	—	2.6	2.1	5.3
Spain	—	—	—	—	0.8	3.3	4.1
Netherlands	0.6	—	—	—	2.8	0.6	4.0
Luxembourg	—	—	3.8	—	0.0	—	3.8
Italy	—	—	—	—	—	2.0	2.0
Portugal	—	—	—	—	—	1.0	1.0
Ireland	—	—	—	—	0.3	0.3	0.6
Serbia	—	—	—	—	—	0.5	0.5
Belgium	—	—	—	—	—	0.5	0.5
Lithuania	—	—	—	—	—	0.2	0.2
Czech Republic	—	—	—	—	—	0.2	0.2
Russian Federation	—	—	—	—	—	0.1	0.1
Estonia	—	—	—	—	—	0.1	0.1
Latvia	—	—	—	—	0.1	—	0.1
Iceland	—	—	—	—	—	0.1	0.1
Slovakia	—	—	—	—	—	0.1	0.1
<b>Total</b>	<b>24.1</b>	<b>4.1</b>	<b>3.8</b>	<b>2.1</b>	<b>16.9</b>	<b>39.4</b>	<b>90.4</b>

Skr bn	December 31, 2021						Total
	Central governments	Regional governments	Multilateral development banks	Public sector entity	Financial institutions	Corporates	
Finland	1.0	0.0	—	—	0.3	9.0	10.3
United Kingdom	—	—	—	—	2.0	7.4	9.4
Germany	3.1	—	—	5.2	0.3	0.2	8.8
Norway	—	—	—	—	1.9	4.7	6.6
Austria	4.3	—	—	—	1.8	—	6.1
Denmark	—	—	—	0.2	3.1	1.8	5.1
Spain	—	—	—	—	0.5	4.5	5.0
Netherlands	—	—	—	—	3.3	0.6	3.9
France	—	—	—	—	2.0	1.8	3.8
Luxembourg	0.6	—	2.6	—	—	—	3.2
Poland	—	—	—	—	—	2.8	2.8
Italy	—	—	—	—	0.0	2.4	2.4
Belgium	1.2	—	—	—	—	0.3	1.5
Portugal	—	—	—	—	—	0.9	0.9
Ireland	—	—	—	—	0.1	0.3	0.4
Serbia	—	—	—	—	—	0.4	0.4
Lithuania	—	—	—	—	—	0.3	0.3
Russian Federation	—	—	—	—	—	0.2	0.2
Czech Republic	—	—	—	—	—	0.2	0.2
Estonia	—	—	—	—	—	0.1	0.1
Iceland	—	—	—	—	—	0.1	0.1
Latvia	—	—	—	—	0.1	—	0.1
Slovakia	—	—	—	—	—	0.1	0.1
<b>Total</b>	<b>10.2</b>	<b>0.0</b>	<b>2.6</b>	<b>5.4</b>	<b>15.4</b>	<b>38.1</b>	<b>71.7</b>

*Net exposures Europe, excluding Sweden, breakdown by exposure class*

Skr bn	December 31, 2022						Total
	Central governments	Regional governments	Multilateral development banks	Public sector entity	Financial institution	Corporates	
France	8.9	—	—	—	3.4	3.9	16.2
Germany	7.9	—	—	2.1	1.8	1.3	13.1
Finland	0.7	4.1	—	—	0.3	6.5	11.6
Luxembourg	—	—	5.1	—	0.0	5.5	10.6
United Kingdom	4.1	—	—	—	2.0	4.4	10.5
Austria	5.9	—	—	—	—	—	5.9
Denmark	1.4	—	—	—	2.6	1.6	5.6
Norway	0.6	—	—	—	0.1	4.7	5.4
Netherlands	0.8	—	—	—	2.9	0.3	4.0
Belgium	—	—	—	—	0.9	2.3	3.2
Poland	2.2	—	—	—	—	0.1	2.3
Spain	—	—	—	—	1.6	0.7	2.3
Ireland	—	—	—	—	0.1	1.4	1.5
Portugal	—	—	—	—	—	1.0	1.0
Switzerland	—	—	—	—	0.1	0.5	0.6
Serbia	—	—	—	—	—	0.5	0.5
Lithuania	—	—	—	—	—	0.2	0.2
Italy	—	—	—	—	—	0.2	0.2
Czech Republic	—	—	—	—	—	0.2	0.2
Estonia	—	—	—	—	—	0.1	0.1
Latvia	—	—	—	—	0.1	—	0.1
Iceland	—	—	—	—	—	0.1	0.1
Slovakia	—	—	—	—	—	0.1	0.1
<b>Total</b>	<b>32.5</b>	<b>4.1</b>	<b>5.1</b>	<b>2.1</b>	<b>15.9</b>	<b>35.6</b>	<b>95.3</b>

Skr bn	December 31, 2021						
	Central governments	Regional governments	Multilateral development banks	Public sector entity	Financial institution	Corporates	Total
Germany	3.7	—	—	5.2	1.1	0.3	10.3
Finland	1.5	0.0	—	—	0.4	6.3	8.2
France	4.5	—	—	—	1.9	1.4	7.8
United Kingdom	0.0	—	—	—	3.0	4.0	7.0
Norway	0.6	—	—	—	1.9	4.3	6.8
Austria	4.3	—	—	—	1.7	—	6.0
Denmark	0.2	—	—	0.2	3.2	1.8	5.4
Luxembourg	0.7	—	3.0	—	—	0.6	4.3
Netherlands	0.3	—	—	—	3.4	0.3	4.0
Belgium	1.2	—	—	—	0.8	0.9	2.9
Poland	2.6	—	—	—	—	0.2	2.8
Spain	—	—	—	—	1.3	1.0	2.3
Portugal	—	—	—	—	—	1.0	1.0
Ireland	—	—	—	—	—	0.6	0.6
Serbia	—	—	—	—	—	0.4	0.4
Switzerland	—	—	—	—	0.0	0.4	0.4
Lithuania	—	—	—	—	—	0.3	0.3
Czech Republic	—	—	—	—	—	0.2	0.2
Estonia	—	—	—	—	—	0.1	0.1
Iceland	—	—	—	—	—	0.1	0.1
Italy	—	—	—	—	0.0	0.1	0.1
Latvia	—	—	—	—	0.1	—	0.1
Slovakia	—	—	—	—	—	0.1	0.1
<b>Total</b>	<b>19.6</b>	<b>0.0</b>	<b>3.0</b>	<b>5.4</b>	<b>18.8</b>	<b>24.4</b>	<b>71.2</b>

*Corporate exposures, broken down by industry<sup>1</sup>*

Skr bn	December 31, 2022		December 31, 2021	
	Gross exposure	Net exposure	Gross exposure	Net exposure
IT and telecom	94.6	16.6	76.2	14.8
Industrials	62.4	49.6	44.7	41.6
Consumer goods	32.7	26.4	32.3	27.5
Utilities	30.7	14.7	19.5	9.2
Materials	27.4	15.8	23.4	16.1
Finance	13.3	19.1	21.8	10.1
Energy	4.1	0.7	1.2	0.1
Healthcare	2.8	2.3	2.8	2.5
Other	0.2	0.2	0.2	0.2
<b>Total</b>	<b>268.2</b>	<b>145.4</b>	<b>222.1</b>	<b>122.1</b>

1 In accordance with the reporting standard (GICS).

**Market risk**

Market risk is defined as the risk of the Company's result, capital or value being affected in an adverse manner from changes in the financial markets, such as movements in interest rates, foreign exchange rates, basis spreads or credit spreads. Value encompasses both accounting value and economic value.

## **Risk management**

SEK's Board establishes SEK's appetite and strategy for market risk, which clearly define and limit the permissible exposure to market risk. In addition, instructions established by the CEO regulate SEK's management of market risks. The Chief Risk Officer decides on the method for measuring market risks and proposes changes in limit structures in connection with reviews of risk appetite and limits. Market risk is managed operationally by the Treasury function. SEK's risk appetite for market risk is low, and the strategy for managing market risk aims to ensure a stable net interest income.

SEK conducts no active trading, and the intention is to hold all assets and liabilities to maturity. The Company borrows funds by issuing bonds or other debt instruments which, regardless of the market risk exposures in the bonds, are hedged by being swapped via derivatives to a floating interest rate. Borrowed funds are used either immediately for lending, mainly at floating interest rates, or alternatively through derivatives at a floating rate, or to ensure that SEK has adequate liquidity in the form of liquidity investments and liquidity reserves. The duration of available funding matches the duration of lending and the maturity profile of liquidity investments are adapted to ensure that funds are available for committed undisbursed loans.

Unrealized changes in fair value affect the value of SEK's assets and liabilities and impact both earnings and SEK's own funds. SEK's largest net exposures are to changes in interest rates, basis spreads and credit spreads. Those risks are managed by having established limits and daily limit monitoring. Interest rate and currency risk excluding unrealized changes in fair value are kept low by matching assets and liabilities or through the use of derivatives. In addition, accrued gains and losses in foreign currency are regularly converted to Swedish kronor.

Market risk exposures are measured and reported on a daily basis to the CEO, and the Board's Finance and Risk Committee at scheduled meetings. Cases where limits are exceeded are escalated without delay to the CEO, and the Board's Finance and Risk Committee.

## **Risk measurement**

The following describes how SEK measures market risk internally. The government compensates SEK for all interest rate differentials, borrowing costs and net foreign-exchange losses within the CIRRS-system (see Note 1). The CIRRS-system is therefore reported separately.

### *Risk to net interest income*

The risk to net interest income (NII) pertains to SEK's overall business profile, particularly the balance between interest-bearing assets and liabilities in terms of volume and repricing periods, as well as cases where funding and lending are not matched in terms of currency and where those imbalances are managed by the use of derivatives. The primary way of measuring the risk to NII is by shifting all interest rates 100 basis points and all cross-currency basis spreads 20 basis points over the next 12-month period. At the end of 2022, the risk to NII from changes in interest rates and cross-currency basis spreads amounted to Skr 201 million (year-end 2021: Skr 200 million).

### *Value-at-Risk and stressed Value-at-Risk*

SEK uses stressed Value-at-Risk (sVaR) as the primary market risk metric regarding unrealized value changes. Value-at-Risk (VaR) is a statistical technique used to measure and quantify the level of financial risk over a specific time frame at a predefined confidence level. SEK uses a historical simulation VaR model that applies daily historic market movements from the past two years to current positions and estimates the expected loss for a time horizon of one day. Market parameters used as risk factors are interest rates, basis spreads, credit spreads, FX rates, equities, commodity and equity indices as well as volatilities of swaptions, caps/floors, FX, equities and commodity and equity indices. VaR is calculated for SEK's portfolio and separately for the liquidity portfolio for positions on the balance sheet that impact own funds.

Stressed VaR (sVaR) is calculated using the same risk factors and overall methodology as VaR, but where a one-year stressed period is applied instead. Stressed VaR is measured at a 99 percent confidence level. At the end of 2022, sVaR for positions affecting own funds amounted to Skr 83 million (year-end 2021: Skr 124 million), the main risk drivers being basis spreads and interest rates.



#### Complementary stress tests

SEK regularly conducts stress tests by applying historically observed market movements (historical scenarios) and movements that potentially could occur in the future (hypothetical or forward-looking scenarios). The hypothetical scenarios include interest rate shocks and reversed stress tests. Analyses of this type provide management with insight into the potential impact on SEK from significant movements in market risk factors or broader market scenarios, and continuously ensure that the risk measurement remains effective.

#### Risk-specific measures

The risk to NII, VaR, sVaR and stress tests are complemented with risk-specific measures, including interest rate risk measures, spread-risk measures, and currency-risk measures. These are further described in the following table.

Market risk, type	Definition	Risk profile
Interest rate risk regarding changes in the economic value of SEK's portfolio (EVE)	The interest rate risk regarding changes in economic value is calculated by means of a 100 basis-point parallel shift in all yield curves, as well as rotations of all yield curves.	The risk pertains to SEK's overall business profile, particularly the balance between interest-bearing assets and liabilities in terms of volume and fixed interest terms. The risk measurement captures the long-term impact of changes in interest rates.
Credit spread risk in assets	Credit spread risk in assets is calculated as the potential impact on SEK's own funds, in the form of unrealized gains or losses, as a result of a 100 basis-point shift in the credit spreads for assets measured at fair value.	The risk is attributable to SEK's liquidity portfolio.
Credit spread risk in own debt	Credit spread risk in own debt is calculated as the potential impact on SEK's equity, in the form of unrealized gains or losses, resulting from a 20 basis points change in SEK's own credit spreads.	The risk is attributable to SEK's structured debt measured at fair value.
Cross-currency basis spread risk	The cross-currency basis spread risk measures the potential impact on SEK's own funds, in the form of unrealized gains or losses, as a result of changes in cross-currency basis spreads by 20 basis points.	The risk is attributable to cross-currency basis swaps used by SEK to hedge the currency risk in the portfolio.
Currency risk	The risk is calculated as the change in value of all foreign currency positions excluding unrealized changes in fair value at an assumed ten percentage-point change in the exchange rate between the respective currency and the Swedish krona.	The foreign exchange position mainly arises on an ongoing basis due to differences between revenues and costs in foreign currency.
Tenor basis spread risk	Tenor basis spread risk measures the potential impact on SEK's economic value, in the form of unrealized gains or losses, as a result of ten basis point shifts of interest rate curves of different tenors.	The risk is attributable to lending and borrowing with one and six month tenors which are not swapped to three month tenors.
Other risks (equity, commodity and volatility risks)	Equity risk, equity volatility risk, commodity risk, commodity volatility risk, FX volatility risk and interest rate volatility risk all measures unrealized gains or losses and are calculated by stress tests of underlying indices or volatilities.	SEK's interest rate volatility risk is mainly attributable to interest rate floors in lending transactions, while equity and commodity risks, as well as FX volatility risks, only arise from structured borrowing. Although all structured cash flows are matched through a hedging swap, there could be an impact on SEK's result. These risks are low, and arise because valuation of the bond, but not the swap, takes SEK's own credit spread into account.

#### Risk monitoring

Market risks are measured, analyzed and reported to senior management on a daily basis. Cases where limits are exceeded are escalated without delay and managed pursuant to documented instructions. A more comprehensive analysis is conducted each month of how markets and risks have developed during the period. This is complemented with stress tests.

## Risk information

For a supplementary and expanded account of the market risk-related information, refer to the separate risk report, "Capital Adequacy and Risk Management (Pillar 3) Report 2022".

### Change in value should the market interest rate rise by one percentage point

Impact on the value of assets and liabilities, including derivatives, should the market interest rate rise by one percentage point (+1 percent).

Skr mn	2022		2021	
	Total	of which, financial instruments measured at fair value through profit or loss	Total	of which, financial instruments measured at fair value through profit or loss
Foreign currency	-101	167	-268	162
Swedish kronor	-351	18	-109	121
<b>Total</b>	<b>-452</b>	<b>185</b>	<b>-377</b>	<b>283</b>

### Change in value should the market interest rate decline by one percentage point

Impact on the value of assets and liabilities, including derivatives, should the market interest rate decline by one percentage point (-1 percent).

Skr mn	2022		2021	
	Total	of which, financial instruments measured at fair value through profit or loss	Total	of which, financial instruments measured at fair value through profit or loss
Foreign currency	129	-179	579	-165
Swedish kronor	437	-15	256	-115
<b>Total</b>	<b>566</b>	<b>-194</b>	<b>835</b>	<b>-280</b>

### Assets, liabilities and derivatives denominated in foreign currency

Assets, liabilities and derivatives denominated in foreign currency (meaning currencies other than Swedish kronor) have been translated to Swedish kronor using the exchange rates applying at year-end between the currency concerned and Swedish kronor.

The relevant exchange rates for the currencies representing the largest shares in the Group's net assets and net liabilities in the balance sheet were as shown in the table below (expressed in Swedish kronor per unit of the particular foreign currency). Share at year end is the share of the total volume of assets and liabilities denominated in foreign currency. Currency positions at year-end are the net for each currency of all assets and liabilities in the balance sheet. The figures shown are carrying amounts.

Currency	December 31, 2022			December 31, 2021		
	Exchange rate	Share at year end (%)	Currency positions at year end (Skr mn)	Exchange rate	Share at year end (%)	Currency positions at year end (Skr mn)
EUR	11.1122	1	-178	10.2431	1	-242
USD	10.4055	1	-133	9.0356	0	-50
JPY	0.0788	0	24	0.0785	0	9
GBP	12.5567	0	-63	12.2119	0	-51
MXN	0.5360	1	-121	0.4408	1	-105
THB	0.3011	0	3	0.2709	0	-4
Other	—	0	107	—	0	-19
<b>Total foreign currency position</b>		<b>3</b>	<b>-361</b>		<b>2</b>	<b>-462</b>

In accordance with SEK's strategy for risk management, currency positions attributable to unrealized changes in fair value are not hedged. Currency positions excluding unrealized changes in fair value amounted to Skr 13 million (year-end 2021: Skr 5 million) at year end. Assets and liabilities denominated in foreign currency are included in the total volumes of assets and liabilities in the following amounts.

Skr mn	December 31, 2022	December 31, 2021
Total assets	375,474	333,647
of which, denominated in foreign currencies	291,952	262,056
Total liabilities	353,899	312,839
of which, denominated in foreign currencies	292,313	262,518

#### Liquidity risk and refinancing risk

Liquidity and refinancing risk is the risk, within a defined period of time, of the Company not being able to refinance its existing assets or being unable to meet the need for increased liquidity. Liquidity risk also includes the risk of having to borrow funds at unfavorable interest rates or needing to sell assets at unfavorable prices in order to meet payment commitments. Liquidity risk encompasses refinancing risk and market liquidity risk.

#### Risk management

SEK's Board has overall responsibility for liquidity and refinancing risks and establishes policy documents for liquidity risk management; in addition, the CEO establishes instructions for operational management. Liquidity risk is managed operationally by the Treasury function. Liquidity and refinancing risk is measured and reported regularly to the relevant managers, senior management, the CEO, and the Board and its committees. SEK's risk appetite for both operational and structural liquidity risk is low and SEK's overall strategy is to reduce the liquidity risks arising from SEK's business strategy.

SEK has low tolerance for long-term structural liquidity risk and financing must be available throughout the maturity for all credit commitments, pertaining to both outstanding and committed undisbursed loans. The Company includes the credit facility with the Swedish National Debt Office as available borrowing. For information on the credit facility, see Note 27.

Borrowed funds not yet used to finance credits must be invested in interest-bearing securities, also known as liquidity investments. The management of liquidity investments is regulated in the Financing and liquidity Strategy established by the Board's Finance and Risk Committee. The liquidity investments consists of the liquidity reserve and other investments, which together amount to SEK's liquidity portfolio. The size of the liquidity portfolio is adapted to cover outflows, outside the CIRRR-system, attributable to: 1) committed undisbursed loans, 2) CSAs with derivative counterparties, 3) outflows attributable to short-term borrowing transactions and 4) budgeted new lending. The target for SEK's new lending capacity is to facilitate at least 60 days of new lending, in line with SEK's estimated new lending requirements.

The maturity profile of liquidity investments is matched against the net of borrowing and lending. Investments must be made in assets of good credit quality. Such investments should take into account the liquidity of the investment under normal market conditions and the investment's currency must comply with established guidelines. SEK intends to hold these assets to maturity and only divest them should circumstances so demand. The liquidity reserve, in which only securities regarded as highly liquid are included, accounts for a large portion of SEK's liquidity investments. The purpose of the liquidity reserve is to safeguard SEK's short-term solvency, and to fulfill the Company's requirement for the lowest liquidity coverage ratio (LCR).

SEK's borrowing strategy is regulated in the Financing and liquidity Strategy Policy, which is established by the Board's Finance and Risk Committee. For the purpose of ensuring access to short-term funding, SEK has revolving borrowing programs for maturities of less than one year, including a US Commercial Paper Program (UCP) and a European Commercial Paper program (ECP). SEK also has a swingline facility that functions as a back-up facility for SEK's revolving borrowing program for maturities of less than one year. To secure access to substantial volumes of non-current borrowing, and to ensure that insufficient liquidity or investment appetite among individual borrowing sources does not constitute an obstacle to operations, SEK issues bonds with different structures, currencies and maturities. SEK also issues bonds in many different geographic markets. With regard to maturity, no refinance risk is allowed.

SEK has a contingency plan for the management of liquidity crises, which is issued by the CEO. The plan describes what constitutes a liquidity crisis according to SEK and what actions SEK intends to take if such a crisis is deemed to have occurred. The plan also describes the decision-making structure during a liquidity crisis. An internal and external communication plan is also included. The contingency plan is also closely linked to the results of the scenario analyses that are performed regularly, whereby various actions are taken to increase the release of cash and cash equivalents that have been analyzed with a preventive purpose.

#### Risk measurement

In the short term, liquidity risk is monitored mainly through measurement of the liquidity coverage ratio (LCR), which shows SEK's highly liquid assets in relation to its net cash outflows for the next 30 calendar days. Cash flow forecasts of up to one year are prepared regularly according to various scenarios. SEK's policy for long-term structural liquidity risk is not to accept refinancing risk. Forecasts are made of the relationship between borrowing, including equity, and lending over time. A net stable funding ratio (NSFR) is also estimated. The NSFR measures the volume of available stable funding in relation to the need for stable funding. SEK also performs regular liquidity stress tests.

#### Risk monitoring

Liquidity risk is monitored through regular analysis and reporting to the Executive Committee, the Board's Finance and Risk Committee, the Board of Directors and the Treasury function. Reports are submitted to the Board on a regular basis and cover monitoring of LCR, NSFR, internal metrics, liquidity portfolio composition and liquidity stress tests.

#### Risk information

For a supplementary and expanded account of the liquidity and refinancing risk-related information, refer to the separate risk report, "Capital Adequacy and Risk Management (Pillar 3) Report 2022".

#### Liquidity reserve<sup>1</sup>

Skr bn	December 31, 2022				
	Total	SKR	EUR	USD	Other
Securities issued or guaranteed by sovereigns, central banks or multilateral development banks	30.1	4.7	7.2	18.1	0.1
Securities issued or guaranteed by municipalities or other public entities	27.9	10.1	1.6	16.2	—
Covered bonds issued by other institutions	12.0	12.0	—	—	—
Balances with National Debt Office	3.0	3.0	—	—	—
<b>Total liquidity reserve</b>	<b>73.0</b>	<b>29.8</b>	<b>8.8</b>	<b>34.3</b>	<b>0.1</b>

Skr bn	December 31, 2021				
	Total	SKR	EUR	USD	Other
Securities issued or guaranteed by sovereigns, central banks or multilateral development banks	23.0	4.4	4.8	13.7	0.1
Securities issued or guaranteed by municipalities or other public entities	15.8	8.0	1.6	6.2	—
Covered bonds issued by other institutions	12.9	12.9	—	—	—
Balances with National Debt Office	2.0	2.0	—	—	—
<b>Total liquidity reserve</b>	<b>53.7</b>	<b>27.3</b>	<b>6.4</b>	<b>19.9</b>	<b>0.1</b>

1 The liquidity reserve is a part of SEK's liquidity investments.

**Liquidity investments by remaining maturity ("M")**

Percent	Dec 31, 2022	Dec 31, 2021
M ≤ 1 year	90	84
1 year < M ≤ 3 years	10	16
M > 3 years	—	—

**Key figures for liquidity risk**

Percent	Dec 31, 2022	Dec 31, 2021
LCR under EU Commission's delegated act	311	463
NFSR	119	139

**Liquidity investments by exposure type**

Percent	Dec 31, 2022	Dec 31, 2021
States and multilateral development banks	46	40
Local governments	37	23
Covered bonds	16	19
Financial institutions	1	15
Corporates	—	3

**Contractual flows**

Skr mm	December 31, 2022						Total cash flow	Discounting effect	Carrying amount
	Due ≤ 1 month	Due 1 month ≤ 3 months	Due 3 months ≤ 1 year	Due 1 year ≤ 3 years	Due 3 years ≤ 5 years	Due > 5 years			
<b>Financial assets</b>									
Cash and cash equivalents	4,053	—	—	—	—	—	4,053	7	4,060
Treasuries/government bonds	4,149	8,749	2,223	—	—	—	15,121	-73	15,048
Other interest-bearing securities except loans	12,983	17,791	19,706	7,685	—	—	58,165	-1,021	57,144
Loans in the form of interestbearing securities	368	317	9,257	22,498	14,449	17,893	64,782	-10,525	54,257
Loans to credit institutions	10,824	271	2,485	2,389	1,970	5,285	23,224	-1,079	22,145
Loans to the public	6,020	12,350	34,214	84,867	45,683	52,149	235,283	-27,546	207,737
Derivatives	1,035	2,700	3,485	1,066	1,065	2,682	12,033	-1,729	10,304
of which cash inflow in currency derivatives	5,461	17,826	43,773	14,767	6,076	6,012	93,915	—	—
of which cash outflow in currency derivatives	-4,544	-15,538	-40,380	-14,257	-5,250	-5,288	-85,257	—	—
<b>Total</b>	<b>39,432</b>	<b>42,178</b>	<b>71,370</b>	<b>118,505</b>	<b>63,167</b>	<b>78,009</b>	<b>412,661</b>	<b>-41,966</b>	<b>370,695</b>
of which derivatives in hedge relationship	-16	59	130	257	608	1,079	2,117	-531	1,586
Skr mm	December 31, 2022						Total cash flow	Discounting effect	Carrying amount
	Due ≤ 1 month	Due 1 month ≤ 3 months	Due 3 months ≤ 1 year	Due 1 year ≤ 3 years	Due 3 years ≤ 5 years	Due > 5 years			
<b>Financial liabilities</b>									
Borrowings from credit institutions	-7,153	—	—	—	—	—	-7,153	0	-7,153
Borrowings from the public	—	—	—	—	—	—	—	—	—
Debt securities issued	-12,894	-31,803	-105,290	-121,741	-42,690	-49,181	-363,599	44,482	-319,117
Derivatives	-1,398	-3,467	-4,440	-3,407	632	673	-11,407	-1,780	-13,187
of which cash inflow in currency derivatives	881	10,948	15,660	25,532	4,782	3,793	61,596	—	—
of which cash outflow in currency derivatives	-1,064	-13,306	-17,293	-28,734	-5,069	-4,582	-70,048	—	—
<b>Total</b>	<b>-21,445</b>	<b>-35,270</b>	<b>-109,730</b>	<b>-125,148</b>	<b>-42,058</b>	<b>-48,508</b>	<b>-382,159</b>	<b>42,702</b>	<b>-339,457</b>
of which derivatives in hedge relationship	-426	-967	-5,642	-5,083	-346	-513	-13,177	943	-12,234
<b>Commitments</b>									
Committed undisbursed loans	-4,871	-860	-26,663	-16,224	201	48,415	—	—	—
<b>Liquidity surplus (+)/ deficit (-)</b>	<b>13,116</b>	<b>6,048</b>	<b>-65,023</b>	<b>-22,867</b>	<b>21,310</b>	<b>77,916</b>	<b>30,500</b>	—	—
<b>Accumulated liquidity surplus (+)/deficit (-)</b>	<b>13,116</b>	<b>19,164</b>	<b>-45,859</b>	<b>-68,726</b>	<b>-47,416</b>	<b>30,500</b>	<b>30,500</b>	—	—

In addition to the instruments in the Statement of Financial Position and committed undisbursed loans, SEK has outstanding binding offers of Skr 0.2 billion (year-end 2021: Skr 1.5 billion) as well as additional available funds consisting of a credit facility with the Swedish National Debt Office, see Note 27. With regard to deficits in cash flow with maturities between one and three months and one and three years, SEK intends to refinance these through borrowing on the financial market.

Assets with repayments subject to notice are assumed to occur on the maturity date. Derivatives with payments subject to notice are assumed to be repaid on the maturity date regardless of whether SEK or the counterparty has the right to invoke repayments. Liabilities where only SEK has the right to early repayments are assumed to be repaid on the maturity date. Embedded financial derivatives in financial assets and liabilities have been handled in the same way as its host contract. It is unlikely that the applied precautionary principle regarding cash flows on derivatives will be a real outcome. Cash collateral according to collateral agreements for derivative contracts is assumed to mature within the first maturity interval. Differences between book values and future cash flows for financial assets and financial liabilities are reported in the column "Discount effect". The following items other than financial instruments have an approximate expected recovery time of less than 12 months: other assets; prepaid expenses; accrued revenue; other liabilities; accrued expenses; and prepaid revenue. All other balance sheet items other than financial instruments have an approximate expected recovery time of 12 months or more.

The amounts above include interest, except for committed undisbursed loans.

Skr mn	December 31, 2021						Total cash flow	Discounting effect	Carrying amount
	Due ≤ 1 month	Due 1 month ≤ 3 months	Due 3 months ≤ 1 year	Due 1 year ≤ 3 years	Due 3 years ≤ 5 years	Due > 5 years			
<b>Financial assets</b>									
Cash and cash equivalents	11,129	—	—	—	—	—	11,129	-1	11,128
Treasuries/government bonds	1,822	4,131	4,144	785	—	—	10,882	-10	10,872
Other interest-bearing securities except loans	7,647	10,909	17,511	9,913	—	—	45,980	-99	45,881
Loans in the form of interest-bearing securities	77	1,532	7,529	14,427	15,220	11,329	50,114	-3,536	46,578
Loans to credit institutions	11,673	110	2,417	2,581	1,218	3,581	21,580	-805	20,775
Loans to the public	5,182	7,229	37,218	62,116	43,375	50,887	206,007	-25,719	180,288
Derivatives	497	1,336	2,154	2,470	691	2,486	9,634	-1,215	8,419
of which cash inflow in currency derivatives	912	13,274	21,973	41,766	5,075	4,071	87,071		
of which cash outflow in currency derivatives	-896	-12,596	-20,643	-39,925	-4,786	-3,373	-82,221		
<b>Total</b>	<b>38,027</b>	<b>25,247</b>	<b>70,973</b>	<b>92,292</b>	<b>60,504</b>	<b>68,283</b>	<b>355,326</b>	<b>-31,385</b>	<b>323,941</b>
of which derivatives in hedge relationship	-7	205	374	688	222	1,597	3,079	-418	2,661

Skr mn	December 31, 2021						Total cash flow	Discounting effect	Carrying amount
	Due ≤ 1 month	Due 1 month ≤ 3 months	Due 3 months ≤ 1 year	Due 1 year ≤ 3 years	Due 3 years ≤ 5 years	Due > 5 years			
<b>Financial liabilities</b>									
Borrowings from credit institutions	-5,230	—	—	—	—	—	-5,230	—	-5,230
Borrowings from the public	-13,587	-9,998	-52,343	-128,316	-42,130	-41,864	-304,540	24,770	-279,770
Debt securities issued	-358	101	-206	-4,139	-1,637	-4,210	-10,449	-4,280	-14,729
Derivatives	888	16,122	10,459	8,188	8,942	5,107	49,706		
of which cash inflow in currency derivatives	-952	-17,618	-10,981	-8,886	-8,964	-5,454	-52,855		
<b>Total</b>	<b>-19,175</b>	<b>-36,197</b>	<b>-52,549</b>	<b>-132,455</b>	<b>-43,767</b>	<b>-46,074</b>	<b>-330,217</b>	<b>20,488</b>	<b>-309,729</b>
of which derivatives in hedge relationship	41	201	-61	-1,864	-345	-830	-2,858	-688	-3,546
<b>Commitments</b>									
Committed undisbursed loans	-238	-1,938	-14,890	-22,498	970	38,594			
Liquidity surplus (+)/ deficit (-)	18,614	-12,888	3,534	-62,661	17,707	60,803	25,109		
<b>Accumulated liquidity surplus (+)/deficit (-)</b>	<b>18,614</b>	<b>5,726</b>	<b>9,260</b>	<b>-53,401</b>	<b>-35,694</b>	<b>25,109</b>	<b>25,109</b>		

#### Operational risk

Operational risk is the risk of losses resulting from inadequate or faulty internal processes or systems, human error, or from external events. Operational risk also includes legal risk and IT and security risk.

### **Risk management**

Operational risk exists in potentially all functions within SEK. The risk appetite for operational risk is low, which means that SEK does not accept any severe operational risks in its business. Active work is carried out to avoid and reduce operational risks to a level where they neither hinder nor prevent the implementation of SEK's strategy and business plan. Costs associated with reducing the operational risks must be reasonable and in proportion to the intended effects and the expected results of the mitigating actions. Managers of each of the various SEK functions are responsible for the effective management of operational risk within their own function. To support operational risk management, SEK works in compliance with internal policy documents in accordance with SEK's risk framework. The risk function is responsible for monitoring, analyzing and reporting aggregated risk levels, and for monitoring the appropriateness and efficiency of the Company's operational risk management. The risk function reports to executive management and to the Board's Finance and Risk Committee.

### **Risk measurement**

SEK measures and reports operational risk levels at least every quarter. The risk level is based on an assessment of expected loss from risks with high ratings, the scope of loss due to incidents, key risk indicators and whether any breaches of rules related to operations requiring permits have occurred. SEK uses the standardized approach in calculating the capital requirement for operational risk.

### **Risk monitoring**

SEK's work on operational risk is conducted at all levels of the organization to ensure that the Company is able to identify and reduce risk. All risk-related events are registered in an IT-based incident reporting system. The fundamental cause of each reported risk event is analyzed and actions are then taken to prevent a recurrence.

By means of the New Product Approval Process (NPAP), SEK prevents the Company from unknowingly taking on risks that it is unable to manage.

All functions within SEK perform regular self-assessments of their operations in order to identify and reduce major risks. These assessments include identification of ICT and cyber security risks. The self-assessments and the subsequent analysis are coordinated with business planning and the internal capital assessment. The Risk function carries out aggregated monitoring and analysis of the risks and action plans, as well as of significant operational risk events.

### **Risk information**

For a supplementary and expanded account of the operational risk-related information, refer to the separate risk report, "Capital Adequacy and Risk Management (Pillar 3) Report 2022".

### **Sustainability risk**

Sustainability risk is defined in the Risk policy as the risk that SEK's operations, directly or indirectly impact their surroundings negatively in respect of ethics, corruption, climate and the environment, human rights and labor conditions. Human rights include rights from the child's perspective and labor conditions encompasses gender equality and diversity. Ethics is included in tax transparency.

Sustainability risk means that SEK's risk concept is broadened to also include how the environment, including the climate is affected by SEK's operations. Sustainability risk can also affect other types of risk, such as credit risk and is both a non-financial and financial risk for the Company.

ESG factors are environmental, social and governance-related factors that could potentially have a positive or negative effect on the financial position or solvency of SEK's counterparties and, ultimately, SEK's financial risks. ESG factors have been integrated into SEK's assessment of counterparties' creditworthiness and the Company will also start work to review the potential impact of the ESG factors on other types of risks.

### **Risk management**

The Board of Directors is ultimately responsible for ensuring that active and forward-looking sustainability work is conducted at SEK. The Board resolves on a sustainability strategy and goals in conjunction with the business plan and risk strategy, which include addressing sustainability risks. The Board continuously monitors and evaluates SEK's sustainability work. In late 2021, the Board adopted SEK's "Sustainable finance policy", which stipulates basic principles for SEK's lending. These principles also form the basis of the company's risk appetite for sustainability risk. SEK shall fulfill the risk appetite for sustainability risk by working preventive, detective and perform follow-up procedures. SEK's uses a risk based approach for managing sustainability risks. This means that the SEK performs more and deeper analysis for transactions with a higher risk. SEK only engages in transactions for which SEK has conducted procedures for gaining understanding of the company and its business relations (know your customer activities) in accordance with current regulations.

SEK's process for managing sustainability risks is a part of the regular credit process.

### **Risk measurement**

SEK measures and reports the risk level for sustainability risk at least quarterly. Potential sustainability risks are identified and assessed in conjunction with a new business opportunity, potential sustainability risks are identified and assessed at country, counterparty, and or business transaction level.

Country — Countries are classified according to the risk of corruption, negative impact on human rights including labor conditions and the risk of money laundering, financing of terrorism and non-transparent tax jurisdiction.

Counterparty — Checks are conducted as part of know your customer, including ownership checks and checks against international sanction lists, as well as whether the counterparty has been involved in significant sustainability-related incidents.

Business transaction level — i) Projects and project-related financing are classified based on their potential societal and environmental impact according to the OECD's framework for export credits or the Equator Principles. Category A projects potentially have a material impact, category B projects potentially have some impact, and category C projects have little or no potential impact. ii) Other business transactions are analyzed to assess the risk of corruption, negative environmental or climate impact, negative effects on human rights and labor conditions and the risk of money laundering, financing of terrorism and operation in a non-transparent tax jurisdiction.

### **Risk monitoring**

Sustainability risk is monitored through regular analysis of elevated risks, follow-up of the Company's risk appetite and reporting to the Board of Directors. Project or project-related funding with an identified elevated sustainability risk is monitored via continuous checks of compliance with the agreement's sustainability clauses.

SEK performs stress tests for climate-related transitions risk annually. The results of the scenario analyses and stress tests are reported to the Executive Committee and to the Finance and Risk Committee.

### **Risk information**

For a supplementary of the sustainability risk related information, refer to the separate risk report, "Capital Adequacy and Risk Management (Pillar 3) Report 2022".

### **Note 27. Transactions with related parties**

SEK defines related parties to the Parent Company and the Consolidated Group as:  
the shareholder, i.e., the Swedish government  
companies and organizations that are controlled through a common owner, the Swedish government  
subsidiaries



key management personnel  
other related parties

The Swedish government owns 100 percent of the Company's share capital. By means of direct guarantees extended by the Swedish Export Credits Guarantee Board, EKN, 43 percent (year-end 2021: 44 percent) of the Company's loans outstanding on December 31, 2022, were guaranteed by the Swedish government. The remuneration to EKN for the guarantees paid by SEK during 2022 amounted to Skr 46 million (2021: Skr 45 million). SEK administers, in return for compensation, the Swedish system for officially supported export credits (CIRR-system), and the government's previous concessionary credits system, refer to Note 1 (f) and Note 24.

SEK has a Skr 175 billion (2021: Skr 200 billion) credit facility with the Swedish National Debt Office. The credit facility can be used for loans covered by the CIRR-system up to Skr 162 billion (2021: Skr 185 billion), and for commercial export financing up to Skr 13 billion (2021: Skr 15 billion). During the first quarter of 2022, SEK repaid the drawdown of Skr 10 billion that was made from the credit facility during the first quarter of 2020. In December, 2022, the credit facility was extended with Skr 175 billion through 2023, of which Skr 35 billion can be used for commercial export financing.

SEK enters into transactions in the ordinary course of business with entities that are partially or wholly owned or controlled by the State. SEK also extends export credits, in the form of direct or pass-through loans, to entities related to the State. Transactions with such counterparties are conducted on the same terms, including interest rates and repayment schedules, as transactions with unrelated parties. The Group's and the Parent Company's transactions do not differ significantly. There are no internal transactions between the Parent Company and the subsidiary. For further information see Note 1 (d), Basis of consolidation and Note 15.

Key management personnel include the following positions:

The Board of Directors

The Chief Executive Officer

Other executive directors

For information about remuneration and other benefits to key management personnel see Note 5, Personnel expenses.

Other related parties include close family members of key management personnel as well as companies which are controlled by key management personnel of SEK or controlled by close family members to key management personnel. The following tables further summarize the Group's transactions with its related parties.

Skr mn	2022					
	The shareholder, the Swedish government		Companies and organizations controlled through a common owner, the Swedish government		Total	
	Assets/ liabilities	Interest income/ interest expense	Assets/ liabilities	Interest income/ interest expense	Assets/ liabilities	Interest income/ interest expense
Cash	3,000	20	—	—	3,000	20
Treasuries/government bonds	—	2	—	—	—	2
Other interest-bearing securities except loans	3,499	24	2,185	11	5,684	35
Loans in the form of interest-bearing securities	—	—	5,349	64	5,349	64
Loans to credit institutions	—	—	2,417	54	2,417	54
Loans to the public	—	—	691	24	691	24
Settlement claim against the State <sup>1</sup>	17	—	—	—	17	—
<b>Total</b>	<b>6,516</b>	<b>46</b>	<b>10,642</b>	<b>153</b>	<b>17,158</b>	<b>199</b>
Borrowing from the public	—	—	—	—	—	—
Other liabilities	—	2	—	—	—	2
Settlement debt against the State <sup>1</sup>	8,509	—	—	—	8,509	—
<b>Total</b>	<b>8,509</b>	<b>2</b>	<b>—</b>	<b>—</b>	<b>8,509</b>	<b>2</b>

Skr mn	2021					
	The shareholder, the Swedish government		Companies and organizations -controlled through a common owner, the Swedish government		Total	
	Assets/ liabilities	Interest income/ interest expense	Assets/ liabilities	Interest income/ interest expense	Assets/ liabilities	Interest income/ interest expense
Cash	2,000	—	—	—	2,000	—
Treasuries/government bonds	1,250	-7	—	—	1,250	-7
Other interest-bearing securities except loans	—	—	5,175	0	5,175	0
Loans in the form of interest-bearing securities	—	—	2,600	33	2,600	33
Loans to credit institutions	—	—	1,719	23	1,719	23
Loans to the public	—	—	1,419	9	1,419	9
Settlement claim against the State <sup>1</sup>	7,209	—	—	—	7,209	—
<b>Total</b>	<b>10,459</b>	<b>-7</b>	<b>10,913</b>	<b>65</b>	<b>21,372</b>	<b>58</b>
Borrowing from the public	10,000	—	—	4	10,000	4
Other liabilities	147	—	—	—	147	—
Settlement debt against the State <sup>1</sup>	—	—	—	—	—	—
<b>Total</b>	<b>10,147</b>	<b>—</b>	<b>—</b>	<b>4</b>	<b>10,147</b>	<b>4</b>

<sup>1</sup> For information about settlement claim or debt against the State, see Note 16, Note 19 and Note 24.

#### Note 28. Reference interest rate reform

Since the 2010s, there has been an ongoing reform to replace or amend benchmark interest rates such as LIBOR and other interbank offered rates (IBOR). SEK's exposure that is directly affected by the reference interest rate reform is primarily its lending contracts with floating interest rates, its lending and borrowing contracts at fixed interest rates that are hedged to floating interest rates as well as swaps to floating interest rates. The main floating interest rate exposures relate to USD LIBOR, STIBOR and EURIBOR. LIBOR is the group of benchmark interest rates that currently has a timed settlement plan. GBP LIBOR, CHF LIBOR, EUR LIBOR, JPY LIBOR and USD LIBOR 1W and USD LIBOR 2M ceased on December 31, 2021. For USD LIBOR, the rest of the maturities will expire after June 30, 2023. For EURIBOR and STIBOR, no such end date has been communicated, but the general opinion is that these will continue to exist for the next few years. Outstanding exposures with a reference interest rate of USD LIBOR and a maturity after June 2023 will be converted during the period up to June 30, 2023. Change of reference interest rate during the reform will be carried out with the intention that the change shall be financially neutral for each party. SEK has lending contracts and derivative contracts maturing after June 30, 2023 in USD LIBOR with a nominal amount of USD 1,682 million (year-end 2021: Skr 1,870 million) and USD 19,063 million (year-end 2021: Skr 19,284 million), respectively. The nominal amount of the hedging instruments directly affected by the IBOR reform amounts to Skr 81,590 million (year-end 2021: Skr 105,440 million).

SEK has adhered to the 2020 ISDA Fallback Protocol, which sets a market standard for handling the conversion of derivatives to a new reference interest rate between counterparties during the reference interest rate reform. For lending contracts, conversion is handled by agreement. SEK has applied the relief under IFRS 9 Reform for new reference rates.

SEK has been working since 2018 to prepare the company for the reference interest rate reform. The work includes changes in systems, processes, agreements, pricing and risk models to manage the new risk-free reference rates (RFRs) that replace LIBOR. SEK continues to monitor the development of new market standards and relevant interest groups to ensure an orderly transition to the new reference rates. In applying the amendments to IFRS 9, SEK has made the assumption in assessing the financial relationship between hedged items and hedging instruments that the uncertainty regarding future reference interest rates will remain until the hedging instruments are converted.

#### Note 29. Events after the reporting period

No events with significant impact on the information in this report have occurred after the end of the reporting period.

### **Note 30. Risk and capital management**

The Risk and capital management section addresses significant aspects of SEK's risk and capital management. For detailed descriptions, including quantitative information on SEK's capital adequacy and its risk and capital management, refer to Note 25 and Note 26, respectively. For supplementary and expanded information, refer to the separate risk report, "Capital Adequacy and Risk Management (Pillar 3) Report 2022", available at [www.sek.se](http://www.sek.se).

#### **Events in 2022**

Market developments in 2022 were dominated by Russia's invasion of Ukraine, rising inflation and increased interest rates. The Swedish Krona weakened sharply against the USD and EUR. Broad index declines in stock markets indicated poorer times ahead. In Sweden, the economic indicators showed that the economy was moving towards a worsening trajectory. In January 2023, the World Bank lowered its growth forecast for the world economy from the 3.0 percent predicted in the summer to 1.7 percent.

In 2022, SEK recorded no confirmed credit losses. In 2022, provisions for expected credit losses were up year-on-year due to the prevailing macroeconomic uncertainty.

At the end of the year, the total capital ratio was 20.6 percent (2021: 21.6 percent), of which the Tier 1 capital ratio and the Common Equity Tier 1 ratio amounted to 20.6 percent (2021: 21.6 percent). The decline in the capital ratio primarily pertained to increased lending and a weaker Swedish krona.

The leverage ratio amounted to 8.4 percent (2021: 9.3 percent) at year-end. The year-on-year decrease in the leverage ratio was attributable to high lending.

SEK's total net exposures, after credit risk mitigation, have increased since the end of 2021 due to increased lending volumes, with the main increase being net exposures to central governments.

SEK's largest financial risks are credit risk in the amount of Skr 7.2 billion (2021: Skr 6.0 billion), market risk in the amount of Skr 1.5 billion (2021: Skr 1.2 billion) and operational risk in the amount of Skr 0.3 billion (2021: Skr 0.2 billion), in line with internally assessed capital requirements.

The Swedish National Debt Office has updated the minimum requirement for own funds and eligible liabilities (MREL). SEK is deemed systemically important to the Swedish financial system and shall also meet part of the requirement using own funds and subordinated eligible instruments. SEK is in compliance with minimum levels as well as target levels set out for 2023. In order to comply with the requirement after the transitional period ending on January 1, 2024, SEK needs to issue about Skr 12 billion in subordinated eligible debt (senior non-preferred) during 2023.

The market was volatile in 2022 with periods of limited access to liquidity in the system. Despite the above, SEK had healthy liquidity throughout the year with good capacity to manage operational and structural liquidity risk. New lending capacity amounted to 96 days (2021: 125 days), the liquidity coverage ratio (LCR) was 311 percent (2021: 463 percent) at year-end. The net stable funding ratio (NSFR) amounted to 119 percent (2021: 139 percent) at year-end.

#### **Capital target**

The Company's capital target, which is one of the principal control instruments, is established by the owner at a general meeting of shareholders. The capital target is designed to ensure that SEK has sufficient capital to support its strategy and that regulatory requirements are met, even in the event of deep economic declines. In addition, SEK's own funds must also cover the volatility that may be expected under normal conditions. The capital target for SEK's total capital ratio shall amount to between two (2) and four (4) percentage points over the requirement communicated by the Swedish FSA. Moreover, SEK's Common Equity Tier 1 ratio shall be in total at least four (4) percentage points above the requirement communicated by the Swedish FSA.

As part of the most recent review and evaluation process, as of September 29, 2021, the Swedish FSA informed SEK that in addition to the capital requirement pursuant to Regulation (EU) No. 575/2013 on prudential requirements, SEK should hold additional capital (Pillar 2 guidance) of 1.5 percent of the total risk exposure amount and 0.15 percent of the total exposure measure for the leverage ratio. The risk-based Pillar 2 guidance and the leverage ratio guidance can both only be met with Common Equity Tier 1 capital. Pillar 2 guidance is not a binding requirement.

On December 31, 2022, SEK's total capital ratio requirements, including Pillar 2 guidance, and CET1 ratio requirements, including Pillar 2 guidance, amounted to 16.5 percent and 11.4 percent, respectively (year-end 2021: 15.7 percent and 10.6 percent respectively). The requirements, including Pillar 2 guidance, should be compared to a total capital ratio and CET1 ratio that amounted to 20.6 percent on December 31, 2022 (year-end 2021: 21.6 percent).

#### **Core risk management principles**

SEK must be selective in its choice of counterparties and clients in order to ensure a strong credit rating. SEK only lends funds to clients who have successfully undergone SEK's procedure for gaining understanding of the customer and its business relations under know your customer, and have a business structure that complies with SEK's mission of promoting the Swedish export industry.

The business operations are limited to financial solutions and positions that the Company has approved and has procedures for, whose risks can be measured and evaluated and where the Company complies with international sustainability risk guidelines.

SEK's liquidity strategy requires that the Company secures financing that, at the very least, has the same maturities as the funds that it lends. SEK uses derivatives to maintain market risk at a low level and with the aim of ensuring stable net interest income.

#### **SEK's risk framework**

Effective risk management and control in SEK are based on a sound risk culture, a common approach and a well-functioning control environment. SEK emphasizes the importance of high risk awareness among personnel and an understanding of the importance of preventive risk management to, thereby, keep risk exposure within the determined level. SEK also has a risk framework, see the Risk Framework illustration.

The structure of the risk framework is ultimately governed by SEK's mission from its owner, the Swedish government, and SEK's business model.

The capital target constitutes the outer boundary for SEK's strategy. Within the restrictions of the capital target, risk appetite is stated, which is expressed by risk class and comprises the risk to which the Board is prepared to expose SEK in order to achieve its strategic objectives. Risk governance is specified in the form of a risk strategy, a risk policy, in SEK's risk culture, and in instructions, processes and limits. These policy documents describe the risk management process and define what activities and operations are included in the process, and how they should be performed. The policy documents also indicate how responsibility is structured in terms of the execution, monitoring of and compliance with risk management.

#### **Risk appetite**

The Board decides on the Company's risk appetite, which is to encompass all of the Company's significant risk classes and to express the outer limits for the business operations. The risk appetite must specify the risk measurements that, in the opinion of the Board, provide information that is sufficient for the members of the Board to be well informed about the type and scope of the Company's risks. The risk appetite is strongly connected to the Company's loss capacity and thus to its equity. At least on a quarterly basis, the Board is provided with a comprehensive update of the risk exposures' relationship to the risk appetite.

Refer also to the table Detailed risk statement, where the risk appetite by risk class is described in detail.

## **Risk governance**

The Board of Directors has ultimate responsibility for governing and monitoring risk exposure and risk management, and for ensuring satisfactory internal control. The Board determines the overall risk governance by making decisions on such matters as risk appetite and risk strategy. The Board also decides on risk policy and on matters of considerable importance to credit granting. For a detailed description of the Board of Directors' rules of procedure, refer to the Corporate Governance Report.

SEK has organized risk management and risk control in accordance with the principle of *three lines of defense* in the form of clear-cut separation of responsibility between the commercial and support operations that own the risks, the control functions that independently identify and monitor the risks and an internal audit function, which reviews the control functions; see the illustration below.

## **Risk management process**

The Company's risk management process encompasses: identification, measurement, management, reporting, control and monitoring of those risks with which the business is associated and for which SEK has formulated internal controls with this purpose in mind. SEK's risk management process consists of the following key elements:

*Risk identification* — at any given time, SEK must be aware of the risks to which it is or can be exposed. Risks are identified, primarily in new transactions, in external changes in SEK's operating environment or internally in, for example, products, processes, systems and through annual risk analyses that include all aspects of SEK. Both forward-looking and historical analyses and testing are performed.

*Measurement* — the size of the risks is measured on a daily basis in respect of significant measurable risks or is assessed qualitatively as frequently as necessary. For those risks that are not directly measurable, SEK evaluates the risk according to models that are based on SEK's risk appetite for the respective risk class, specifying appropriate scales of probability and consequence.

*Governance* — SEK aims to oversee the development of business, actively utilize risk-reduction capabilities and control the development of risks over time to ensure that the business activities are kept within the risk appetite and limits. SEK also plans and draws up documentation to ensure the continuity of business-critical processes and systems and that planning is carried out for crisis management. Exercises and training regarding the management of situations that require crisis and/or continuity planning are performed continuously.

*Control and monitoring* — SEK checks and monitors compliance with capital targets, risk appetite, limits, risk management and internal and external regulations to ensure that risk exposures are kept at an acceptable level for SEK and that risk management is effective and appropriate.

*Reporting* — the Company reports on the current risk situation, on the use of capital and on related matters to the CEO, the Finance and Risk Committee and the Board, at least once each quarter.

## **Internal capital and liquidity assessment processes**

The internal capital adequacy assessment process is an integral part of SEK's strategic planning. The purposes of the internal capital adequacy assessment process are to ensure that SEK has sufficient capital to meet the regulatory requirements under both normal and stressed financial conditions and to support SEK's credit rating. The capital kept by SEK must be sufficient in relation to the risks that SEK has, or can be exposed to. The capital adequacy assessment is based on SEK's internal assessments of the risks and their development, as well as assessments of risk measurement models, risk governance and risk management. It is integrated into business planning and forms the foundation for SEK's strategy for maintaining an adequate level of capital. Capital adequacy assessments are conducted at least for the forthcoming three-year period.

To arrive at an adequate capitalization level that also applies under stressed financial conditions, an analysis is conducted of how the capitalization is affected by stress in global financial markets, as well as of other factors that impact SEK's business model and net risk exposure.

When SEK performs the internal capital adequacy assessment, it applies methods other than those used for the Swedish FSA's capital requirement. The assessment is based on SEK's internal calculation of economic capital, which captures all of the specific risks to which SEK's operations are exposed, even risks over and above those included in the Swedish FSA's capital requirement.

In addition to the internal capital adequacy assessment, SEK also estimates the total capital requirement as set for SEK by the Swedish FSA in its review and evaluation process. The capital adequacy assessment estimated by the Swedish FSA is a minimum requirement for SEK's own funds.

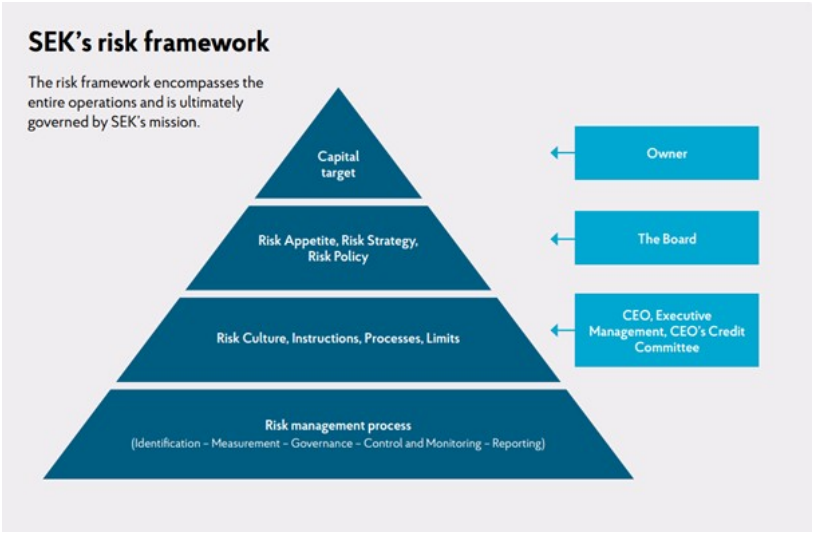
Refer also to the information about Pillar 2 guidance in the Capital target section on page 31. In SEK's assessment, SEK has own funds that comfortably exceed both the internally estimated need of own funds and the total capital requirement calculated by the Swedish FSA.

In addition to the internal capital adequacy assessment process, an in-depth liquidity analysis is performed. During the planning period, the liquidity requirement and its composition in terms of liquidity requirements for different currencies, among other items, are evaluated to ensure the Company has adequate liquidity to implement the business plan and meet regulatory requirements. In SEK's assessment, the Company has liquidity that exceeds liquidity needs during the planning period.

For supplementary and expanded information, refer to the separate risk report, "Capital Adequacy and Risk Management (Pillar 3) Report 2022", available at [www.sek.se](http://www.sek.se).

**SEK's risk framework**

The risk framework encompasses the entire operations and is ultimately governed by SEK's mission.



Division of responsibility for risk, liquidity and capital management in SEK	
First line of defence	
<ul style="list-style-type: none"><li>· Business and support operations</li><li>· Day-to-day management of risk, capital and liquidity in compliance with risk appetite and strategy</li></ul>	<ul style="list-style-type: none"><li>· Credit and sustainability analyses</li><li>· Daily control and follow-up of credit, market and liquidity risk</li></ul>
Second line of defence	
<ul style="list-style-type: none"><li>· Independent risk control and compliance functions</li><li>· Identification, quantification, monitoring and control of risks and risk management</li></ul>	<ul style="list-style-type: none"><li>· Risk, liquidity and capital reporting</li><li>· Maintain an efficient risk management framework and internal control framework</li><li>· Compliance monitoring and reporting to the Board</li></ul>
Third line of defence	
<ul style="list-style-type: none"><li>· Independent internal audit</li><li>· Review and evaluation of the efficiency and integrity of risk management</li></ul>	<ul style="list-style-type: none"><li>· Performance of audit activities in line with the audit plan confirmed by the Board</li><li>· Direct reporting to the Board</li></ul>

## Detailed risk statement

Risk class	Risk management	Risk profile	Risk appetite	Proportion of Economic capital
<b>Credit risk</b> Credit risk is the risk of default on debt that may arise from a borrower failing to make required payments. A credit risk can be of the following types: <i>Credit default risk</i> – The risk of loss arising from a debtor being unlikely to pay its loan obligations in full or the debtor is more than 90 days past due on any material credit obligation. Default risk may impact all credit-sensitive transactions, including loans, securities and derivatives. <i>Concentration risk</i> – The risk associated with any single exposure or group of exposures. It may arise in the form of single-name concentration, geography or industry concentration. <i>Country risk</i> – The risk of loss arising from a sovereign state freezing foreign currency payments (transfer/conversion risk) or when it defaults on its obligations (sovereign risk).	Lending must be based on in-depth knowledge of SEK's counterparties as well as counterparties' repayment capacity. Lending must also be aligned with SEK's mission based on its owner instruction. SEK's credit risks are mitigated through a risk-based selection of counterparties and managed through the use of guarantees, credit insurance, netting agreements and other types of collateral. Furthermore, SEK's lending is guided by the use of a normative credit policy, specifying principles for risk levels and lending terms. Concentrations that occur naturally as a result of the Company's mission are accepted, but the Company continuously works towards reducing the risk of concentration where this is possible.	SEK's lending portfolio is of a high credit quality. The Company's mission naturally entails certain concentration risks, such as geographical concentration risk in Sweden. The net risk is principally limited to counterparties with high creditworthiness, such as export credit agencies (ECAs), major Swedish exporters, banks and insurers. SEK invests its liquidity in high credit quality securities, primarily with short maturities.	Moderate (SEK's risk appetite for credit risk is higher than other risks.)	60.6%
<b>Liquidity risk</b> Liquidity and refinancing risk is the risk, within a defined period of time, of the Company not being able to refinance its existing assets or being unable to meet the need for increased liquidity. Liquidity risk also includes the risk of having to borrow funds at unfavorable interest rates or needing to sell assets at unfavorable prices in order to meet payment commitments. Liquidity risk encompasses refinancing risk and market liquidity risk.	SEK shall have diversified funding to ensure that funding is available through maturity for all credit commitments – credits outstanding as well as agreed but undisbursed credits. The size of SEK's liquidity investments must ensure that new lending can take place even during times of financial stress.	SEK has secured its funding for all its credit commitments, including those agreed but not yet disbursed. In addition, the size of SEK's liquidity investments allow new lending to continue at a normal pace, even during times of stress. As a consequence of SEK having secured its funding for all its credit commitments, the remaining term to maturity for available funding is longer than the remaining term to maturity for lending.	Low	—
<b>Market risk</b> Market risk is the risk of loss or changes in future earnings due to changes in, for example, interest rates, exchange rates, commodity prices or share prices. A distinction is made between market risk of non-market valued assets and liabilities and fair valued assets and liabilities. Market risk includes price risk in connection with sales of assets or the closing of exposures.	SEK conducts no active trading. The core of SEK's market risk strategy is to borrow funds in the form of bonds which, regardless of the market risk exposures in the bonds, are hedged by being swapped to a floating interest rate. Borrowed funds are used either immediately for lending, mainly at a floating rate of interest, or swapped to a floating rate, or to ensure that SEK has sufficient liquidity. The aim is to hold assets and liabilities to maturity.	SEK's business model leads to exposures towards market movements, mainly to interest rates, basis spreads, credit spreads and foreign exchange rates.	Low	12.3%



Risk class	Risk management	Risk profile	Risk appetite	Proportion of Economic capital
<b>Operational risk</b> Operational risk is the risk of losses resulting from inappropriate, inadequate or faulty internal processes or procedures, systems, human error, or from external events. Operational risk includes legal, IT and information security risk.	SEK manages the operational risk on an ongoing basis through mainly efficient internal control procedures, performing risk analysis before changes, focus on continuous improvements and business continuity management. Costs to reduce risk exposures must be in proportion to the effect that such measures have.	Operational risks arise in all parts of the business. The vast majority of incidents that have occurred are minor events that are rectified promptly within each function. Overall operational risk is low as a result of effective internal control measures and a focus on continuous improvement.	Low	2.6%
<b>Compliance risk</b> Compliance risk is the risk of failure to meet obligations pursuant to the one hand to legislation, ordinances and other regulations, and on the other hand, to internal rules.	SEK works continuously to develop tools and knowledge to help identify the Company's compliance risks. The Company analyses and monitors compliance risks with the intention of continuously reducing the risk of non-compliance with regulations.	SEK's operations lead to exposure to the risk of failing to comply with current regulatory requirements and ordinances in markets in which the Company operates.	Low	-
<b>Business and strategic risk</b> Business risk is the risk of an unexpected decline in revenue resulting from, for example, changes to competitive conditions with a decrease in volumes and/or falling margins. Strategic risk is the risk of lower revenue because strategic initiatives fail to achieve the pursued results, inefficient organizational changes, improper implementation of decisions, unwanted effects from outsourcing, or the lack of adequate response to changes in the regulatory and business environment. Strategic risk focuses on large-scale and structural risk factors.	SEK's executive management is responsible for identifying and managing the strategic risks and monitoring the external business environment and developments in the markets in which SEK conducts operations and for proposing the strategic direction to the Board. A risk analysis in the form of a self-assessment concerning strategic risk is to be conducted each year.	SEK's strategic risks mainly arise through changes in the external operating environment, such as market conditions, which could result in limited lending opportunities for SEK, and regulatory reforms from two perspectives: (1) the impact of these reforms on SEK's business model; and (2) the requirements on the organization resulting from increased regulatory complexity.	Low to moderate	-

Risk class	Risk management	Risk profile	Risk appetite	Proportion of Economic capital
<p><b>Sustainability risk and ESG factors</b></p> <p><i>Sustainability risk</i> is the risk that SEK's operations directly or indirectly impact their surroundings negatively with respect to business ethics, corruption, climate and the environment, human rights and labor conditions. Human rights includes the child's rights perspective; labor conditions encompasses gender equality and diversity; and ethics includes tax transparency.</p> <p><i>ESG factors</i> are environmental, social and governance-related factors that could potentially have a positive or negative effect on the financial position or solvency of SEK's counterparties and, ultimately, SEK's financial risks.</p>	<p>Sustainability risks are managed according to a risk-based approach. In cases of heightened sustainability risk, a detailed sustainability review is performed and measures could be required in order to mitigate environmental and social risks. Requirements are based on national and international regulations and guidelines within the areas of environment and climate, anti-corruption, human rights including labor conditions and business ethics including tax.</p> <p>ESG factors have been integrated into SEK's assessment of counterparties' creditworthiness and the Company will also start work to review the potential impact of the ESG factors on other types of risks.</p>	<p>SEK is indirectly exposed to sustainability risks in connection to its lending activities. High sustainability risks could occur in financing of large projects or businesses in countries with high risk of corruption or human rights violations.</p>	<p>Low to moderate</p>	<p>-</p>

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#### SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)  
(Swedish Export Credit Corporation)  
(Registrant)

By /s/ Magnus Montan  
Magnus Montan, Chief Executive Officer

Stockholm, Sweden  
February 28, 2023

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1 APRIL 2022

AKTIEBOLAGET SVENSK EXPORTKREDIT (PUBL)  
AS ISSUER

DEUTSCHE BANK AG, LONDON BRANCH  
AS FISCAL AGENT AND PAYING AGENT

DEUTSCHE BANK LUXEMBOURG S.A.  
AS INTERNATIONAL REGISTRAR AND TRANSFER AGENT

DEUTSCHE BANK TRUST COMPANY AMERICAS  
AS DTC REGISTRAR, DTC PAYING AGENT AND DTC TRANSFER AGENT

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UNLIMITED PROGRAMME FOR THE CONTINUOUS ISSUANCE OF DEBT INSTRUMENTS FISCAL  
AGENCY AGREEMENT

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**BETWEEN**

- (1) **AKTIEBOLAGET SVENSK EXPORTKREDIT (publ) ("SEK")**;
- (2) **DEUTSCHE BANK AG, LONDON BRANCH** in its capacity as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor to Deutsche Bank AG, London Branch in its capacity as such);
- (3) **DEUTSCHE BANK LUXEMBOURG S.A.** in its capacity as international registrar (the "**International Registrar**", which expression shall include any successor to Deutsche Bank Luxembourg S.A. in its capacity as such) and as transfer agent (the "**Transfer Agent**", which expression shall include any successor to Deutsche Bank Luxembourg S.A. in its capacity as such);
- (4) **DEUTSCHE BANK TRUST COMPANY AMERICAS** in its capacity as the DTC Registrar (the "**DTC Registrar**", which expression shall include any successor to Deutsche Bank Trust Company Americas in its capacity as such), paying agent in connection with the DTC Registered Instruments (the "**DTC Paying Agent**", which expression shall include any successor to Deutsche Bank Trust Company Americas in its capacity as such) and transfer agent in connection with the DTC Registered Instruments (the "**DTC Transfer Agent**", which expression shall include any successor to Deutsche Bank Trust Company Americas in its capacity as such); and
- (5) **DEUTSCHE BANK AG, LONDON BRANCH** in its capacity as paying agent (together with the Fiscal Agent and the DTC Paying Agent, the "**Paying Agents**", which expression shall include any substitute or additional paying agents appointed in accordance with this Agreement).

**WHEREAS**

- (A) SEK has established an unlimited programme (the "**Programme**") for the continuous issuance of debt instruments (the "**Instruments**"), in connection with which it has entered into a dealership agreement dated 1 April 2022 (the "**Dealership Agreement**").
- (B) SEK has made an application to the regulated market of the Luxembourg Stock Exchange for the Instruments issued under the Programme to be admitted to listing on the Official List and to trading on the regulated market of the Luxembourg Stock Exchange. Instruments may also be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or that they will be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with SEK.
- (C) In connection with such applications SEK has prepared a base prospectus dated 1 April 2022 (the "**Base Prospectus**", which expression shall include any documents incorporated therein by reference and any supplemental base prospectus that may be prepared from time to time).
- (D) Instruments issued under the Programme for which a prospectus is required under the EU Prospectus Regulation, may be issued either: (1) pursuant to the Base Prospectus

and relevant Final Terms describing the final terms of the particular Tranche of Instruments; or (2) pursuant to a prospectus (the "**Drawdown Prospectus**") containing all information relevant to the particular Tranche of Instruments which shall include all information included or incorporated by reference therein. In case of an issue of Instruments for which no prospectus is required under the EU Prospectus Regulation, such Instruments may be issued pursuant to a pricing supplement containing all information relevant to the particular Tranche of Instruments, which shall include all information included or incorporated by reference therein (the "**Pricing Supplement**").

(E) In connection with the Programme, the parties hereto entered into a fiscal agency agreement dated 1 April 2021 (the "**Current Fiscal Agency Agreement**").

(F) The parties hereto wish to amend and restate the Current Fiscal Agency Agreement as set out herein.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

1.1 All terms and expressions which have defined meanings in the Base Prospectus or the Dealership Agreement shall have the same meanings in this Agreement except where the context requires otherwise or unless otherwise stated. In addition, in this Agreement the following expressions have the following meanings:

"**Bearer Instruments**" has the meaning given to it in Clause 3.3.

"**CGI**" means a CGI Permanent Global Instrument or a CGI Temporary Global Instrument.

"**CGI Permanent Global Instrument**" means a Permanent Global Instrument representing Instruments for which the relevant Final Terms or the Drawdown Prospectus, as the case may be, specify that the New Global Instrument form is not applicable.

"**CGI Temporary Global Instrument**" means a Temporary Global Instrument representing Instruments for which the relevant Final Terms specify that the New Global Instrument form is not applicable.

References to a "**Clause**" is, unless the context indicates otherwise, to a clause in a section hereof.

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

"**Commissionaire Account**" means an account with either Euroclear Bank SA/NV or Clearstream, Luxembourg, the terms of which include a third-party beneficiary clause ("*stipulation pour autrui*") with the Issuer as the third-party beneficiary.

"**Common Safe-keeper**" means an ICSD in its capacity as common safe-keeper or a person nominated by the ICSDs to perform the role of common safe-keeper.

"**Common Service Provider**" means a person nominated by the ICSDs to perform the role of common service provider.



References to a "**Condition**" is to a numbered condition in the terms and conditions of the Instruments as appearing in the Base Prospectus or, in relation to any Series of Instruments, the substantially corresponding condition in the terms and conditions applicable to such Series of Instruments.

"**CSSF**" means the Commission de Surveillance du Secteur Financier.

"**Drawdown Prospectus**" means a prospectus containing all information relevant to the particular Tranche of Instruments which shall include all information included or incorporated by reference therein which has been approved by the relevant competent authority of a Relevant State in accordance with the EU Prospectus Regulation and which shall include all information included or incorporated by reference therein.

"**DTC**" means The Depository Trust Company.

"**DTC Custodian**" means the custodian for DTC.

"**DTC Instrument Certificates**" means any Individual Instrument Certificates and any Global Instrument Certificates.

"**DTC Registered Instrument**" means an Instrument issued in registered form, evidenced by one or more DTC Instrument Certificates issued or to be issued pursuant to Clauses 3.10 to 3.14.

"**EFi**" means Euroclear Finland Ltd., incorporated in Finland with Reg No. 1061446-0.

"**ESw**" means Euroclear Sweden AB, incorporated in Sweden with Registered Number 556112-8074.

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

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

"**Eurosystem**" means the central banking system for the Euro.

"**Eurosystem Eligible NGI**" means a Eurosystem Eligible NGI Temporary Global Instrument or a Eurosystem Eligible NGI Permanent Global Instrument.

"**Eurosystem Eligible NGI Permanent Global Instrument**" means a Permanent Global Instrument which is intended to be a new global instrument eligible for Eurosystem operations, as stated in the applicable Final Terms.

"**Eurosystem Eligible NGI Temporary Global Instrument**" means a Temporary Global Instrument which is intended to be a new global instrument eligible for Eurosystem operations, as stated in the applicable Final Terms.

"**Exchange Act**" means the United States Securities Exchange Act of 1934.

"**Global Instrument**" means a Temporary Global Instrument or a Permanent Global Instrument.

"**Global Instrument Certificate**" means a Restricted Global Instrument Certificate or an Unrestricted Global Instrument Certificate.

"**Global International Instrument Certificate**" means, in relation to any series, a global international instrument certificate representing the Instruments of such series to be issued pursuant to Clause 3.8 in the form or substantially in the form set out in Schedule 4 (*Form of Global International Instrument Certificate*).

"**ICSD DVP Syndicated New Issues Process**" means the Delivery Versus Payment (DVP) Syndicated New Issues process within the ICSDs announced on 30 November 2020 and expected effective from 14 March 2022.

"**ICSDs**" means Clearstream, Luxembourg and Euroclear.

"**Individual Instrument Certificate**" means an Unrestricted Individual Instrument Certificate or a Restricted Individual Instrument Certificate.

"**Individual International Instrument Certificate**" means, in relation to any series, an individual international instrument certificate representing a Holder's entire holding of Instruments of such series in the form or substantially in the form set out in Schedule 5 (*Form of Individual International Instrument Certificate*).

"**Instrument Certificate**" means a DTC Instrument Certificate or an International Instrument Certificate.

"**International Instrument Certificate**" means any Global International Instrument Certificate or any Individual International Instrument Certificate.

"**International Registered Instrument**" means an Instrument issued in registered form evidenced by one or more International Instrument Certificates issued or to be issued pursuant to Clauses 3.7 to 3.9.

"**International Registrar**" means Deutsche Bank Luxembourg S.A.

"**Issuer-ICSDs Agreement**" means the agreement entered into between SEK and each of the ICSDs.

References to "**Local time**" in relation to any payment is to the time in the city in which the relevant bank or the relevant branch or office thereof is located and any reference to "local banking days" in relation thereto is to days (other than Saturdays and Sundays) on which commercial banks are open for business in such city.

"**London Business Day**" means a day (other than Saturdays and Sundays) on which commercial banks are generally open for business in London.

"**Master Global Instrument Certificate**" means a Global Instrument Certificate or a Global International Instrument Certificate which is complete except that it requires:

- (a) a copy of the Final Terms in respect of the Tranche of Instruments to which it will relate to be attached thereto;

- (b) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, a copy of the Drawdown Prospectus in respect of the Tranche of Instruments to which it will relate to be attached thereto;
- (c) completion by the DTC Registrar (in the case of a Restricted Global Instrument Certificate or Unrestricted Global Instrument Certificate) or by the International Registrar (in the case of a Global International Instrument Certificate), as the case may be, on behalf of SEK, as to the details of the Tranche of Instruments to which it will relate; and
- (d) authentication by or on behalf of the DTC Registrar (in the case of a Restricted Global Instrument Certificate or Unrestricted Global Instrument Certificate) or by the International Registrar (in the case of a Global International Instrument Certificate), as the case may be.

**"Master Permanent Global Instrument"** means a CGI Permanent Global Instrument or an NGI Permanent Global Instrument which is complete except that it requires:

- (a) a copy of the Final Terms in respect of the Tranche of Instruments to which it will relate to be attached thereto;
- (b) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, a copy of the Drawdown Prospectus in respect of the Tranche of Instruments to which it will relate to be attached thereto;
- (c) completion by the Fiscal Agent, on behalf of SEK, as to the details of the Tranche of Instruments to which it will relate;
- (d) authentication by or on behalf of the Fiscal Agent; and
- (e) in the case of an NGI Permanent Global Instrument, effectuation by or on behalf of the Common Safe-keeper.

**"Master Temporary Global Instrument"** means a CGI Temporary Global Instrument or an NGI Temporary Global Instrument which is complete except that it requires:

- (a) in the case of a Tranche of Instruments the subject of Final Terms, a copy of the Final Terms in respect of the Tranche of Instruments to which it will relate to be attached thereto;
- (b) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, a copy of the Drawdown Prospectus in respect of the Tranche of Instruments to which it will relate to be attached thereto;
- (c) completion by the Fiscal Agent, on behalf of SEK, as to the details of the Tranche of Instruments to which it will relate;
- (d) authentication by or on behalf of the Fiscal Agent; and
- (e) in the case of an NGI Temporary Global Instrument, effectuation by or on behalf of the Common Safe-keeper.

"**NGI**" means a Eurosystem Eligible NGI or a Non-Eligible NGI.

"**NGI Permanent Global Instrument**" means a Temporary Global Instrument representing Instruments for which the relevant Final Terms or Drawdown Prospectus (as the case may be) specify that the New Global Instrument form is applicable.

"**NGI Temporary Global Instrument**" means a Temporary Global Instrument representing instruments for which the relevant Final Terms or Drawdown Prospectus (as the case may be) specify that the New global Instrument form is applicable.

"**Non-Eligible NGI**" means a Non-Eligible NGI Temporary Global Instrument or a Non-Eligible NGI Permanent Global Instrument.

"**Non-Eligible NGI Permanent Global Instrument**" means a Permanent Global Instrument which is intended to be a new global instrument not eligible for Eurosystem operations, as stated in the applicable Final Terms.

"**Non-Eligible NGI Temporary Global Instrument**" means a Temporary Global Instrument which is intended to be a new global instrument not eligible for Eurosystem operations, as stated in the applicable Final Terms.

"**Permanent Global Instrument**" means a Permanent Global Instrument substantially in the form set out in Schedule 2 (*Form of Permanent Global Instrument*).

"**Registrars**" means the International Registrar and the DTC Registrar.

"**Registered Instrument**" means an International Registered Instrument or a DTC Registered Instrument.

"**Regulation S**" means Regulation S of the Securities Act.

"**Relevant State**" means a Member State of the European Economic Area.

"**Restricted Global Instrument Certificate**" means, in relation to any series, a restricted global instrument certificate representing the Instruments of such series to be issued pursuant to Clause 3.12 in the form or substantially in the form set out in Schedule 7 (*Form of Restricted Global Instrument Certificate*) and bearing the Rule 144A Legend and any legends required by DTC.

"**Restricted Individual Instrument Certificates**" means, in relation to any series, a restricted individual instrument certificate representing a Holder's entire holding of Instrument of such series in the form or substantially in the form set out in Schedule 9 (*Form of Restricted Individual Instrument Certificate*) and bearing the Rule 144A Legend.

"**Rule 144A**" means Rule 144A of the Securities Act.

"**Rule 144A Legend**" means the transfer restriction legend relating to the Securities Act set out in the forms of Restricted Global Instrument Certificate and Restricted Individual Instrument Certificate scheduled to this Agreement.

References to the "**specified office**" of any Paying Agent or any Registrar is to the office specified against its name in Schedule 12 (*Specified Offices of the Paying Agents and*

Registrars) or such other office in the same city as such office as such Paying Agent or, as the case may be, such Registrar may specify by notice to SEK and the other parties hereto.

References to a "**Schedule**" is, unless the context indicates otherwise, to a schedule hereto.

References to a "**Section**" is, unless the context indicates otherwise, to a section hereof.

"**Securities Act**" means the United States Securities Act of 1933.

"**Temporary Global Instrument**" means a Temporary Global Instrument substantially in the form set out in Schedule 1 (*Form of Temporary Global Instrument*) to this Agreement.

"**Unrestricted Global Instrument Certificate**" means, in relation to any series, an unrestricted global instrument certificate representing the Instruments of such series to be issued pursuant to Clause 3.11 of such series in the form set out in Schedule 6 (*Form of Unrestricted Global Instrument Certificate*) and bearing the legends required by DTC but not the Rule 144A Legend.

"**Unrestricted Individual Instrument Certificates**" means, in relation to any series, an unrestricted individual instrument certificate representing a Holder's entire holding of Instruments of such series in the form or substantially in the form set out in Schedule 8 (*Form of Unrestricted Individual Instrument Certificate*).

"**VP**" means the Danish central securities trading depository (VP Securities A/S), incorporated in Denmark with company registration number (CVR) 21599336.

- 1.2 Clause, Section and Schedule headings are for ease of reference only and shall not affect the construction of this Agreement.
- 1.3 In this Agreement, any reference to payments of principal, redemption amount or interest include any additional amounts payable in relation thereto under Condition 13 (*Taxation*).
- 1.4 The Current Fiscal Agency Agreement shall be amended and restated on the terms of this Agreement. Any Instruments issued on or after the date of this Agreement shall be issued pursuant to this Agreement. This does not affect any Instruments issued prior to this Agreement. Subject to such amendment and restatement, the Current Fiscal Agency Agreement shall continue in full force and effect.
- 1.5 In the case of a Tranche of Instruments issued pursuant to a Pricing Supplement, each reference in this Agreement to "Final Terms" shall be read and construed as a reference to such Pricing Supplement unless the context requires otherwise.

1.6 **Records**

Any reference in this Agreement to the records of an ICSD shall be to the records that each of the ICSDs holds for its customers which reflect the amount of such customers' interests in the Instruments (but excluding any interest in any Instruments of one ICSD shown in the records of another ICSD).

1.7 **Non-applicability to the Scandinavian Instruments**

The provisions of this Agreement (except for Schedule 10 (*Provisions for Meetings of Holders of Instruments*)) do not apply to Instruments which are Scandinavian Instruments.

1.8 **Other agreements**

All references in this Agreement to an agreement, instrument or other document (including the Dealership Agreement, the Deed of Covenant, the Base Prospectus and any Drawdown prospectus or part thereof) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time. In addition, in the context of any particular Tranche of Instruments, each reference in this Agreement to the Base Prospectus shall be construed as a reference to the Base Prospectus as completed, supplemented and/or amended by the relevant Final Terms.

1.9 **Legislation**

Any reference in this Agreement to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended, superseded or re-enacted.

2. **APPOINTMENT OF THE PAYING AGENTS AND THE REGISTRARS**

- 2.1 SEK appoints each of the Paying Agents and the Registrars as its agent in relation to the Instruments for the purposes specified in this Agreement and in the terms and conditions applicable thereto and all matters incidental thereto.
- 2.2 Each of the Paying Agents and the Registrars accepts its appointment as agent of SEK in relation to the Instruments and shall comply with the provisions of this Agreement and, in connection therewith, shall take all such action as may be incidental thereto.

3. **THE INSTRUMENTS**

- 3.1 Instruments may be issued in series (each a "**Series**"), and each series may comprise one or more tranches (each a "**Tranche**"). Each Tranche will be the subject of a Final Terms, a Pricing Supplement, or a Drawdown Prospectus prepared by or on behalf of SEK and:
- (a) in the case of a Series in relation to which application has been made for admission to trading on the regulated market of the Luxembourg Stock Exchange and/or listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system, lodged with the CSSF and the Listing Application Department of the Luxembourg Stock Exchange or any other listing authority, stock exchange and/or quotation system (as the case may be); and/or
  - (b) in the case of a Series in relation to which a public offer will be made in a Relevant State, lodged with the competent authority for the purposes of the EU Prospectus Regulation in such Relevant State; or

- (c) in the case of a Series in relation to which application has not been made for admission to such trading, listing and/or quotation attached to or incorporated by reference into each Instrument of such Series.
- 3.2 Instruments may be issued: (i) either in bearer form or in registered form in reliance on Regulation S and not offered as part of a Series which is also offered in accordance with Rule 144A; or (ii) in registered form, as part of a Series which is solely or also offered in accordance with Rule 144A, in each case as specified in the relevant Final Terms or Drawdown Prospectus as the case may be.
- 3.3 Instruments issued in bearer form ("**Bearer Instruments**") will be represented upon issue by a temporary global instrument (a "**Temporary Global Instrument**") and will be exchangeable not less than forty (40) days after the completion (as determined by the Fiscal Agent or SEK) of the distribution of the Instruments represented by such Temporary Global Instrument and upon due certification as described therein, for a permanent global instrument (a "**Permanent Global Instrument**") representing such Instruments or, if so specified in the relevant Final Terms or Drawdown Prospectus, as the case may be, for definitive instruments ("**Definitive Instruments**"). Each Permanent Global Instrument will be exchangeable in whole (but not in part only) for Definitive Instruments in accordance with its terms.
- 3.4 Each Temporary Global Instrument shall:
  - (a) be in substantially either of the forms (duly completed) set out in Schedule 1 (*Form of Temporary Global Instrument*);
  - (b) in the case of a Tranche of Instruments the subject of a Final Terms, have the relevant Final Terms attached thereto;
  - (c) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, have the relevant Drawdown Prospectus attached thereto;
  - (d) have attached thereto or incorporated by reference therein the terms and conditions applicable thereto;
  - (e) be executed by SEK and authenticated by or on behalf of the Fiscal Agent; and
  - (f) in the case of an NGI Temporary Global Instrument, be effectuated by or on behalf of the Common Safe-keeper.
- 3.5 Each Permanent Global Instrument shall:
  - (a) be in substantially either of the forms (duly completed) set out in Schedule 2 (*Form of Permanent Global Instrument*);
  - (b) in the case of a Tranche of Instruments the subject of a Final Terms, have the relevant Final Terms attached thereto;
  - (c) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, have the relevant Drawdown Prospectus attached thereto;

- (d) in the case of an NGI Permanent Global Instrument, be effectuated by or on behalf of the Common Safe-keeper;
  - (e) have attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
  - (f) be executed by SEK and authenticated by or on behalf of the Fiscal Agent.
- 3.6 Each Definitive Instrument shall:
- (a) be in substantially the form (duly completed) set out in Schedule 3 (*Form of Definitive Instrument ("AIBD" format)*);
  - (b) unless the contrary is specified in the relevant Final Terms or Drawdown Prospectus, as the case may be, be in the format from time to time specified by the Association of International Bond Dealers or any successor body thereto;
  - (c) have a unique serial number printed thereon;
  - (d) if so specified in the relevant Final Terms or Drawdown Prospectus, as the case may be, have attached thereto at the time of their initial delivery coupons ("**Coupons**");
  - (e) have endorsed thereon, attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
  - (f) be executed by SEK and authenticated by or on behalf of the Fiscal Agent.
- 3.7 International Registered Instruments may be offered in reliance on Regulation S but not offered as part of a Series which is also offered in accordance with Rule 144A and will be evidenced initially by one or more Global International Instrument Certificate or Individual International Instrument Certificates, as specified in the relevant Final Terms.
- 3.8 Each Global International Instrument Certificates shall:
- (a) be in substantially the form (duly completed) set out in Schedule 4 (*Form of Global International Instrument Certificate*);
  - (b) in the case of a Tranche of Instruments the subject of a Final Terms, have the relevant Final Terms attached thereto;
  - (c) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, have the relevant Drawdown Prospectus attached thereto;
  - (d) have endorsed thereon, attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
  - (e) be executed by SEK and authenticated by or on behalf of the International Registrar.



- 3.9 Each Individual International Instrument Certificate shall:
- (a) be in substantially the form (duly completed) set out in Schedule 5 (*Form of Individual International Instrument Certificate*);
  - (b) in the case of a Tranche of Instruments the subject of a Final Terms, have the relevant Final Terms attached thereto;
  - (c) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, have the relevant Drawdown Prospectus attached thereto;
  - (d) have endorsed thereon, attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
  - (e) be executed by SEK and authenticated by or on behalf of the International Registrar.
- 3.10 DTC Registered Instruments may be offered as part of a Series which is also offered in accordance with Rule 144A and will be evidenced by a Restricted Global Instrument Certificate and/or an Unrestricted Global Instrument Certificate and/or Restricted Individual Instrument Certificates and/or Unrestricted Individual Instrument Certificates, as specified in the relevant Final Terms.
- 3.11 Each Unrestricted Global Instrument Certificate shall:
- (a) be in substantially the form set out in Schedule 6 (*Form of Unrestricted Global Instrument Certificate*);
  - (b) in the case of a Tranche of Instruments the subject of a Final Terms, have the relevant Final Terms attached thereto;
  - (c) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, have the relevant Drawdown Prospectus attached thereto;
  - (d) have attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
  - (e) be executed by or on behalf of SEK and authenticated by or on behalf of the DTC Registrar.
- 3.12 Each Restricted Global Instrument Certificate shall:
- (a) be in substantially the form set out in Schedule 7 (*Form of Restricted Global Instrument Certificate*);
  - (b) in the case of a Tranche of Instruments the subject of a Final Terms, have the relevant Final Terms attached thereto;
  - (c) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, have the relevant Drawdown Prospectus attached thereto;
-

- (d) have attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
  - (e) be executed by or on behalf of SEK and authenticated by or on behalf of the DTC Registrar.
- 3.13 Each Unrestricted Individual Instrument Certificate shall:
- (a) be in substantially the form set out in Schedule 8 (*Form of Unrestricted Individual Instrument Certificate*);
  - (b) have a unique serial number enfaced thereon;
  - (c) have endorsed thereon, attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
  - (d) be executed by or on behalf of SEK and authenticated by or on behalf of the DTC Registrar.
- 3.14 Each Restricted Individual Instrument Certificate shall:
- (a) be in substantially the form set out in Schedule 9 (*Form of Restricted Individual Instrument Certificate*);
  - (b) have a unique serial number enfaced thereon;
  - (c) have endorsed thereon, attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
  - (d) be executed by or on behalf of SEK and authenticated by or on behalf of the DTC Registrar.
- 3.15 Any facsimile signature affixed to an Instrument or Instrument Certificate may be that of a person who is at the time of the creation and issue of the relevant Series or Tranche an authorised signatory for such purpose of SEK notwithstanding that such person may for any reason (including death) have ceased to be such an authorised signatory at the time at which the relevant Instrument may be delivered.
- 3.16 SEK shall promptly notify the Fiscal Agent and the Registrars in writing of any change in the names of the person or persons whose signatures are to be used.
4. **ISSUANCE OF INSTRUMENTS**
- 4.1 Upon the conclusion of any agreement between SEK and a Dealer (or any other person or institution) for the issue by SEK and the subscription by such Dealer (or such other person or institution) of any Instruments, SEK shall, as soon as practicable but in any event not later than 3.00 p.m. (London time) three London Business Days prior to the proposed issue date therefor:
- (a) in the case of Bearer Instruments, confirm by e-mail to [newissues.london@db.com](mailto:newissues.london@db.com) the terms of such agreement to the Fiscal Agent or, in the case of International Registered Instruments, the International Registrar

(copied to the Fiscal Agent) or, in the case of DTC Registered Instruments, the DTC Registrar (copied to the Fiscal Agent);

- (b) deliver a copy of the Final Terms or Drawdown Prospectus in relation to the relevant Series to the Fiscal Agent or, as the case may be, the relevant Registrar (copied to the Fiscal Agent); and
  - (c) ensure that there is delivered to: (i) the Fiscal Agent, a stock of CGI Temporary Global Instruments or NGI Temporary Global Instruments (as appropriate) (in unauthenticated form (and, if applicable, uneffectuated) but executed on behalf of SEK and otherwise complete); (ii) to the International Registrar, a stock of Global International Instrument Certificates and/or Individual International Instrument Certificates as appropriate (in unauthenticated form and with the name of the registered holder left blank but executed on behalf of SEK and otherwise complete) in relation to the relevant Series or, as the case may be; (iii) to the DTC Registrar, a stock of Global Instrument Certificates and/or Individual Instrument Certificates as appropriate (in unauthenticated form and with the name of the registered holder left blank but executed on behalf of SEK and otherwise complete).
- 4.2 On or before the issue date in relation to each Series or Tranche and upon confirmation (which may be given by telephone, letter or in person) by SEK and the relevant Dealer that the conditions specified in clause 2.3 of the Dealership Agreement or any other conditions precedent to the issue of such Instruments agreed in the relevant subscription or underwriting agreement have been satisfied or waived in relation to such Series or Tranche, the Fiscal Agent or, as the case may be, the relevant Registrar shall authenticate and deliver to or to the order of the relevant Dealer the relevant CGI Temporary Global Instrument or NGI Temporary Global Instrument, or as the case may be, the relevant Instrument Certificates.
- 4.3 SEK shall, in relation to each Series of Instruments in bearer form, ensure that there is delivered to the Fiscal Agent not less than five days before the relevant CGI Temporary Global Instrument or NGI Temporary Global Instrument becomes exchangeable for the CGI Permanent Global Instrument or NGI Permanent Global Instrument (in unauthenticated (and, if applicable, uneffectuated) form but executed by SEK and otherwise complete) in relation thereto or, as the case may be, the Definitive Instruments (in unauthenticated form but executed by SEK and otherwise complete) in relation thereto. The Fiscal Agent shall authenticate and deliver such CGI Permanent Global Instrument or NGI Permanent Global Instrument or, as the case may be, Definitive Instruments in accordance with the terms of the relevant CGI Temporary Global Instrument or NGI Temporary Global Instrument and, in the case of an NGI Permanent Global or an NGI Temporary Global Instrument, instruct the Common Safe-keeper to effectuate such NGI Temporary Global Instrument or NGI Permanent Global Instrument.
- 4.4 SEK shall, in relation to each Series of Instruments in bearer form which is represented by a CGI Permanent Global Instrument or NGI Permanent Global Instrument in relation to which an exchange notice has been given in accordance with the terms of such CGI Permanent Global Instrument or NGI Permanent Global Instrument, ensure that there is delivered to the Fiscal Agent not less than five days before the date on which such CGI Permanent Global Instrument or NGI Permanent Global Instrument becomes so

exchangeable the Definitive Instruments (in unauthenticated form but executed by SEK and otherwise complete) in relation thereto. The Fiscal Agent shall authenticate and deliver such Definitive Instruments in accordance with the terms of the relevant CGI Permanent Global Instrument or an NGI Permanent Global Instrument.

- 4.5 If SEK is required to deliver Individual International Instrument Certificates pursuant to the terms of the Global International Instrument Certificate and the Conditions, SEK shall not less than five days before the date on which relevant Global International Instrument Certificate becomes exchangeable promptly arrange for a stock of Individual International Instrument Certificates, unauthenticated and with the names of the registered Holders left blank but executed on behalf of SEK and otherwise complete) to be made available to the International Registrar. The International Registrar shall authenticate and deliver such Individual International Instrument Certificate in accordance with the terms of the relevant Global International Instrument Certificate.
- 4.6 If SEK is required to deliver Individual Instrument Certificates pursuant to the terms of the Global Instrument Certificates (or either of them) and the Conditions, SEK shall not less than five days before the date on which relevant Global Instrument Certificate becomes exchangeable promptly arrange for a stock of Individual Instrument Certificates (both bearing and not bearing the Rule 144A Legend and, in either case, unauthenticated and with the names of the registered Holders left blank but executed on behalf of SEK and otherwise complete) to be made available to the DTC Registrar. The DTC Registrar shall authenticate and deliver such Individual Instrument Certificate in accordance with the terms of the relevant Global Instrument Certificate.
- 4.7 Where any Definitive Instruments with Coupons attached are to be delivered in exchange for a CGI Temporary Global Instrument, an NGI Temporary Global Instrument, an NGI Permanent Global Instrument or a CGI Permanent Global Instrument, the Fiscal Agent shall ensure that such Definitive Instruments shall have attached thereto only such Coupons as shall ensure that neither loss nor gain of interest shall accrue to the bearer thereof.
- 4.8 The Fiscal Agent or, as the case may be, the relevant Registrar shall hold in safe custody all unauthenticated CGI Temporary Global Instruments, CGI Permanent Global Instruments, NGI Temporary Global Instruments, NGI Permanent Global Instruments, Definitive Instruments and Coupons or, as the case may be, Instrument Certificates delivered to it in accordance with this Clause 4 and shall ensure that the same are authenticated and delivered only in accordance with the terms hereof, the relevant CGI Temporary Global Instrument, the relevant CGI Permanent Global Instrument, the relevant NGI Temporary Global Instrument, the relevant NGI Permanent Global Instrument, the relevant Global International Instrument Certificates or the relevant Global Instrument Certificates, as the case may be, and the Conditions.
- 4.9 Subject to Clause 4.10 below, the Fiscal Agent and the relevant Registrar are authorised by SEK to authenticate such CGI Temporary Global Instrument, CGI Permanent Global Instrument, NGI Temporary Global Instrument, NGI Permanent Global Instrument, Definitive Instruments or, as the case may be, Instrument Certificates as may be required to be authenticated hereunder by the signature of any of their respective officers or any other person duly authorised for the purpose by the Fiscal Agent or, as the case may be, the relevant Registrar.

- (a) Immediately before the issue of any Global Instrument, the Fiscal Agent, or before the issue of any Global International Instrument Certificate, the International Registrar, or before the issue of any Global Instrument Certificate, the DTC Registrar, as the case may be, shall authenticate it.
- (b) Following authentication of any Global Instrument, Global International Instrument Certificate or Global Instrument Certificate, the Fiscal Agent, the International Registrar or the DTC Registrar (as the case may be), shall:
  - (i) *Medium term note settlement procedures:* in the case of a Tranche of Instruments which is not syndicated among two or more Dealers but which is intended to be cleared through a clearing system, on the local banking day immediately preceding its Issue Date deliver the Global Instrument or Global International Instrument Certificate to the relevant depositary for Euroclear and/or Clearstream, Luxembourg (which in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument shall be a specified Common Safe-keeper) or deliver the Global Instrument Certificate to the relevant custodian for DTC, or to the relevant depositary for such other clearing system as has been agreed between SEK and the Fiscal Agent together or, as the case may be, the relevant Registrar and:
    - (1) instruct the clearing systems to whom (or to whose depositary or Common Safe-keeper) such Permanent Global Instrument, Temporary Global Instrument, Global International Instrument Certificate or Global Instrument Certificate has been delivered, to credit the underlying Instruments represented by such Global Instrument, Global International Instrument Certificate or Global Instrument Certificate to the securities account(s) at such clearing systems that have been notified to the Fiscal Agent or, as the case may be, the relevant Registrar by SEK, on a delivery versus payment basis or, if specifically agreed between them, on a delivery free of payment basis; and
    - (2) in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument, to effectuate such Temporary Global Instrument or Permanent Global Instrument; and
  - (ii) *Eurobond settlement procedures:* in the case of a Tranche of Instruments which is syndicated among two or more Dealers, at or about the time on the Issue Date specified in the Final Terms and/or Drawdown Prospectus, deliver the Global Instrument, the Global International Instrument Certificate or the Global Instrument Certificate:

EITHER

- (1) to, or to the order of, the Relevant Dealer at such place as shall be specified in the Final Terms and/or Drawdown Prospectus or such other time, date and/or place as may have been agreed between SEK, the Relevant Dealer and the Fiscal Agent or, as the case may be, the relevant Registrar **provided that** in the case

of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument it must be delivered to a Common Safe-Keeper together with instructions to such Common Safe-Keeper to effectuate such Global Instrument, against the delivery to the Fiscal Agent (on behalf of SEK) of such acknowledgement of receipt as shall be agreed in writing in connection with the closing procedure for the relevant Tranche;

OR

- (2) in the case of settlement under the ICSD DVP Syndicated New Issues Process, to the common depositary or specified Common Safe-keeper of the ICSDs, as the case may be, for the common depositary or specified Common Safe-keeper to instruct the relevant ICSD (A) to credit the Instruments free of payment to the Commissionaire Account of the mandated dealer or such other Dealer as the Issuer may direct to settle the Instruments and (B) to release the Instruments only following payment of the net subscription monies into the Commissionaire Account, on a delivery against payment basis. In the case of a NGI Temporary Global Instrument or an NGI Permanent Global Instrument, such Global Instrument must be delivered to the specified Common Safe-keeper together with instructions to the specified Common Safe-keeper to effectuate the Global Instrument;
  - (iii) *Other settlement procedures:* otherwise, at such time, on such date, deliver the Global Instrument, the Global International Instrument Certificate or the Global Instrument Certificate to such person and in such place as may have been agreed between SEK and the Fiscal Agent or, as the case may be, the relevant Registrar **provided that** in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument it must be delivered to a Common Safe-Keeper together with instructions to such Common Safe-Keeper to effectuate such Global Instrument.
- 4.10 If SEK opts to deliver to the Fiscal Agent or, as the case may be, the relevant Registrar, from time to time a Master Temporary Global Instrument, a Master Permanent Global Instrument or a Master Global Instrument Certificate, each Master Temporary Global Instrument, Master Permanent Global Instrument or Master Global Instrument Certificate, as the case may be, will be signed by or on behalf of SEK. A Master Temporary Global Instrument, Master Permanent Global Instrument or Master Global Instrument Certificate may be used **provided that** the person(s) whose signature(s) appear thereon were/was an authorised signatory/ies at the date of signing such Master Temporary Global Instrument, Master Permanent Global Instrument or Master Global Instrument Certificate notwithstanding that any such person may, for any reason (including death), have ceased to be such authorised signatory at the time of the creation and issue of the relevant Tranche or the issue and delivery of the relevant Instrument.

5. **EXCHANGE**

5.1 **Exchange of CGI Temporary Global Instrument or NGI Temporary Global Instrument**

- (a) On each occasion on which a portion of a CGI Temporary Global Instrument or an NGI Temporary Global Instrument is exchanged for a portion of a CGI Permanent Global Instrument or an NGI Permanent Global Instrument or, as the case may be, for Definitive Instruments, the Fiscal Agent shall:
  - (i) in the case of a CGI Temporary Global Instrument, note or procure that there is noted on the Schedule to the CGI Temporary Global Instrument the aggregate principal amount thereof so exchanged and the remaining principal amount of the CGI Temporary Global Instrument (which shall be the previous principal amount thereof less the aggregate principal amount so exchanged) and shall procure the signature of such notation on its behalf; and
  - (ii) in the case of an NGI Temporary Global Instrument, instruct the ICSDs (in accordance with the provisions of Schedule 13 (*Duties under the Issuer-ICSDs Agreement*)) to make appropriate entries in their records to reflect the aggregate principal amount thereof so exchanged and the remaining principal amount of the NGI Temporary Global Instrument (which shall be the previous principal amount thereof less the aggregate principal amount so exchanged).
- (b) The Fiscal Agent shall cancel or procure the cancellation of each Temporary Global Instrument against surrender of which full exchange has been made for a Permanent Global Instrument or Definitive Instruments or, in the case of an NGI Temporary Global Instrument, exchangeable for an NGI Permanent Global Instrument, instruct the Common Safe-keeper to destroy such NGI Temporary Global Instrument.

5.2 **Exchange of CGI Permanent Global Instrument or NGI Permanent Global Instrument**

- (a) On each occasion on which a portion of CGI Permanent Global Instrument or an NGI Permanent Global Instrument is exchanged for Definitive Instruments, the Fiscal Agent shall:
  - (i) in the case of a CGI Permanent Global Instrument, note or procure that there is noted on the Schedule to the CGI Permanent Global Instrument the aggregate principal amount thereof so exchanged and the remaining principal amount of the CGI Permanent Global Instrument (which shall be the previous principal amount thereof less the aggregate principal amount so exchanged) and shall procure the signature of such notation on its behalf; and
  - (ii) in the case of an NGI Permanent Global Instrument, instruct the ICSDs to make appropriate entries in their records to reflect the aggregate principal amount thereof so exchanged and the remaining principal

amount of the NGI Permanent Global Instrument (which shall be the previous principal amount thereof plus the aggregate principal amount so exchanged).

- (b) The Fiscal Agent shall cancel or procure the cancellation of each Permanent Global Instrument against surrender of which full exchange has been made for Definitive Instruments.

**5.3 Exchange of Global International Instrument Certificate for Individual International Instrument Certificate**

If any Global International Instrument Certificate becomes exchangeable for Individual International Instrument Certificates in accordance with its terms, the International Registrar shall, subject to its having received any certificates required by the terms of the relevant Global International Instrument Certificate, authenticate and deliver to each person designated by the clearing system on whose behalf such Global International Instrument Certificate is held an Individual International Instrument Certificate in accordance with the terms of this Agreement and the relevant Global International Instrument Certificate.

**5.4 Exchange of Global Instrument Certificate for Individual Instrument Certificate**

If any Global Instrument Certificate becomes exchangeable for Individual Instrument Certificates in accordance with its terms, the DTC Registrar shall, subject to its having received any certificates required by the terms of the relevant Global Instrument Certificate, authenticate and deliver to each person designated by the clearing system on whose behalf such Global Instrument Certificate is held an Individual Instrument Certificate in accordance with the terms of this Agreement and the relevant Global Instrument Certificate. Subject to the restrictions on transfer of DTC Registered Instruments, any Individual Instrument Certificates issued in exchange for interests in a Restricted Global Instrument Certificate shall bear the Rule 144A Legend.

**5.5 Election of Common Safe-Keeper**

In relation to each issue of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument, SEK hereby authorises and instructs the Fiscal Agent to elect a Common Safe-keeper. From time to time, SEK and the Fiscal Agent may agree to vary this election. SEK acknowledges that in connection with the election of either of the ICSDs as Common Safe-keeper any such election is subject to the right of the ICSDs to jointly determine that the other shall act as Common Safe-keeper in relation to any such issue and agrees that no liability shall attach to the Fiscal Agent in respect of any such election made by such ICSDs.

**6. REPLACEMENT INSTRUMENTS**

- 6.1 The Fiscal Agent or, as the case may be, the relevant Registrar shall, upon and in accordance with the instructions (which instructions may, without limitation, include terms as to the payment of expenses and as to evidence, security and indemnity) of SEK but not otherwise, complete, authenticate and deliver a CGI Temporary Global Instrument, CGI Permanent Global Instrument, an NGI Temporary Global Instrument, an NGI Permanent Global Instrument, Definitive Instrument, Coupon or, as the case



may be, Instrument Certificate as a replacement for any of the same which has been mutilated or defaced or which has or has been alleged to have been destroyed, stolen or lost, **provided however that:**

- (a) *Surrender or destruction:* no Temporary Global Instrument, Permanent Global Instrument, Definitive Instrument, Coupon, or Instrument Certificate, as the case may be, shall be delivered as a replacement for any of the same which has been mutilated or defaced otherwise than against surrender of the same or, in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument, appropriate confirmation of destruction from the Common Safe-keeper;
  - (b) *Effectuation:* any replacement NGI Temporary Global Instrument or NGI Permanent Global Instrument shall be delivered to the Common Safe-keeper together with instructions to effectuate it; and
  - (c) *Costs:* no replacement Temporary Global Instrument, Permanent Global Instrument, NGI Temporary Global Instrument, NGI Permanent Global Instrument, Definitive Instrument Coupon or, as the case may be, Instrument Certificate shall be issued until the applicant has furnished the Fiscal Agent or, as the case may be, the relevant Registrar with such evidence and indemnity as SEK and/or the Fiscal Agent or, as the case may be, the relevant Registrar may reasonably require and has paid such costs and expenses as may be incurred in connection with such replacement.
- 6.2 Each replacement CGI Temporary Global Instrument, CGI Permanent Global Instrument, NGI Temporary Global Instrument, NGI Permanent Global Instrument, Definitive Instrument, Coupon or Instrument Certificate delivered hereunder shall bear a unique serial number.
- 6.3 The Fiscal Agent or, as the case may be, the relevant Registrar shall cancel and destroy each mutilated or defaced Temporary Global Instrument, Permanent Global Instrument, NGI Temporary Global Instrument, NGI Permanent Global Instrument, Definitive Instruments, Coupon or Instrument Certificate surrendered to it and in respect of which a replacement has been delivered and shall furnish SEK with a certificate as to such destruction specifying the certificate or serial numbers (if any) of the Temporary Global Instrument, Permanent Global Instrument, Definitive Instruments (distinguishing between different denominations) or Instrument Certificates, in numerical sequence and the total number by payment or maturity date of Coupons (distinguishing Talons) so destroyed. In the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument which has been destroyed by the Common Safe-keeper, the Fiscal Agent shall furnish SEK with a copy of the confirmation of destruction received by it from the Common Safe-keeper.
- 6.4 The Fiscal Agent or, as the case may be, the relevant Registrar shall notify SEK and the other Paying Agents of the delivery by it in accordance herewith of any replacement CGI Temporary Global Instrument, CGI Permanent Global Instrument, NGI Temporary Global Instrument, NGI Permanent Global Instrument, Coupon or Instrument Certificate, specifying the serial number thereof and the serial number (if any and if known) of the Instrument or Instrument Certificate which it replaces and

confirming (if such be the case) that the Instrument which it replaces has been cancelled or destroyed.

- 6.5 SEK shall ensure that the Fiscal Agent and the relevant Registrar have available to them supplies of such CGI Temporary Global Instrument, CGI Permanent Global Instrument, NGI Temporary Global Instrument, NGI Permanent Global Instrument, Definitive Instruments, Coupons and Instrument Certificates, as the case may be, as shall be necessary to the delivery of replacement Instruments under this Clause 6.
- 6.6 SEK agrees that it will, in relation to any DTC Registered Instruments which are restricted securities (as defined in Rule 144(a)(3) under the Securities Act) and during any period in relation thereto during which it is neither subject to sections 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, make available on request to each of the Paying Agents and the DTC Registrar, the information specified in and meeting the requirements of Rule 144A(d)(4) under the Securities Act in order that such Paying Agent or, as the case may be, the DTC Registrar may make such information available to holders of any Instruments as contemplated in clause 3.3(d) of the Dealership Agreement or the relevant subscription or underwriting agreement for a Tranche of Instruments.
- 7. PAYMENTS TO THE FISCAL AGENT OR THE REGISTRARS**
- 7.1 In order to provide for the payment of interest and principal or, as the case may be, redemption amount in respect of the Instruments of each Series as the same shall become due and payable, SEK shall pay to the Fiscal Agent or, as the case may be, the relevant Registrar on or before the date on which such payment becomes due an amount equal to the amount of principal, redemption amount or, as the case may be, interest (including for this purpose any amounts remaining payable in respect of uncanceled Coupons pertaining to Definitive Instruments which have been cancelled following their purchase in accordance with Condition 11 (*Redemption and Purchase*)) then becoming due in respect of such Instruments.
- 7.2 Each amount payable by SEK under Clause 7.1 shall be paid unconditionally by credit transfer in the currency in which the Instruments of the relevant Series are denominated or, if different, payable and in immediately available, freely transferable funds (and in the case of Renminbi Instruments only, not later than 12.00 p.m. (Hong Kong time)) on the relevant day to such account with such bank as the Fiscal Agent or, as the case may be, the relevant Registrar may by notice to SEK have specified for the purpose. SEK shall, before the end of (and in the case of Renminbi Instruments only, not later than 12.00 p.m. (Hong Kong time)) the second local banking day before the due date of each payment by it under Clause 7.1, procure that the bank effecting payment for it confirms by authenticated SWIFT message to the Fiscal Agent the payment instructions relating to such payment. In addition, in the case of Renminbi Instruments only, the Fiscal Agent, or as the case may be, the relevant Registrar, shall, as far as is reasonably practicable, provide SEK with a debt service notice in relation to the method of such payment no later than seven Business Days prior to such relevant day.
- 7.3 The Fiscal Agent and the Registrar shall be entitled to deal with each amount paid to them hereunder in the same manner as other amounts paid to it as a banker by its

customers and, except as required by applicable law, shall not be obliged to segregate the same from other amounts paid to it, **provided that:**

- (a) it shall not exercise any lien, right of set-off or similar claim in respect thereof against SEK; and
- (b) it shall not be liable to any person for interest thereon.

7.4 The Fiscal Agent shall apply each amount paid to it hereunder in accordance with Clauses 8.1 and 8.3 and shall not be obliged to repay any such amount unless or until the obligation to make the relevant payment becomes void or ceases in accordance with Condition 15 (*Prescription*), in which event it shall repay to SEK such portion of such amount as relates to such payment by paying the same by credit transfer to such account with such bank as SEK may by notice to the Fiscal Agent have specified for the purpose.

7.5 Each Registrar shall apply each amount paid to it hereunder in accordance with Clauses 9.1 and 9.3 and shall not be obliged to repay any such amount unless or until the claims against SEK in respect of the relevant Registered Instruments are prescribed in accordance with Condition 15 (*Prescription*), in which event it shall repay to SEK such portion of such amount as relates to such Registered Instruments by paying the same by credit transfer to such account with such bank as SEK may by notice to such Registrar have specified for the purpose.

#### 8. PAYMENTS TO HOLDERS OF BEARER INSTRUMENTS

8.1 Each Paying Agent acting through its Specified Office shall make payments of interest, principal or, as the case may be, redemption amount in respect of Bearer Instruments in accordance with the terms and conditions applicable thereto (and, in the case of a Temporary Global Instrument or a Permanent Global Instrument, the terms thereof) **Provided that:**

- (a) if any Temporary Global Instrument, Permanent Global Instrument, Definitive Instrument or Coupon is presented or surrendered for payment to any Paying Agent and such Paying Agent has delivered a replacement therefor or has been notified that the same has been replaced, such Paying Agent shall forthwith notify SEK of such presentation or surrender and shall not make payment against the same until it is so instructed by SEK and has received the amount to be so paid;
- (b) a Paying Agent shall not be obliged (but shall be entitled) to make such payments:
  - (i) if it has been notified that the relevant payment confirmation has not been received, unless it is subsequently notified that such payment confirmation or payment of the amount due has been received; or
  - (ii) if it is not able to establish that the Fiscal Agent has received (whether or not at the due time) the full amount of the relevant payment due to it under Clause 7.1;
- (c) *Cancellation:* each Paying Agent shall cancel or procure the cancellation of each CGI Temporary Global Instrument, CGI Permanent Global Instrument,

Definitive Instrument (in the case of early redemption, together with such unmatured Coupons as are attached to or are surrendered with it at the time of such redemption), or, as the case may be, Coupon against surrender of which (if applicable) it has made full payment and shall (if such Paying Agent is not the Fiscal Agent) deliver or procure the delivery of each CGI Temporary Global Instrument, CGI Permanent Global Instrument, Definitive Instrument (together with as aforesaid) or Coupon so cancelled by it to the Fiscal Agent. In the case of full payment in respect of an NGI Temporary Global Instrument or full payment in respect of an NGI Permanent Global Instrument, that the Fiscal Agent shall instruct the Common Safe-keeper to destroy the relevant NGI Permanent Global Instrument or the NGI Temporary Global Instrument; and

- (d) upon payment being made in respect of the Global Instrument the relevant Paying Agent shall:
  - (i) in the case of a CGI Temporary Global Instrument or a CGI Permanent Global Instrument, enter or procure that there is entered on the Schedule thereto (or, in the absence of a Schedule, on the face thereof) the amount of such payment and, in the case of payment of principal, the remaining principal amount of Instruments represented by such Global Instrument (which shall be the previous principal amount less the principal amount in respect of which payment has then been paid) and shall procure the signature of such notation on its behalf; and
  - (ii) in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument, instruct the ICSDs to make appropriate entries in their records to reflect the amount of such payment and, in the case of payment of principal, the remaining principal amount of Instruments represented by such Global Instrument (which shall be the previous principal amount less the principal amount in respect of which payment has then been paid).
- 8.2 None of the Paying Agents shall exercise any lien, right of set-off or similar claim against any person to whom it makes any payment under Clause 8.1 in respect thereof, nor shall any commission or expense be charged by it to any such person in respect thereof.
- 8.3 If a Paying Agent other than the Fiscal Agent makes any payment in accordance with Clause 8.1:
  - (a) it shall notify the Fiscal Agent of the amount so paid by it, the serial number (if any) of the Definitive Instrument or Coupon against presentation or surrender of which payment of principal or redemption amount was made and the number of Coupons by maturity against which payment of interest was made; and
  - (b) subject to and to the extent of compliance by SEK with Clause 7.1 (whether or not at the due time), the Fiscal Agent shall reimburse such Paying Agent for the amount so paid by it by payment out of the funds received by it under Clause 7.1 of an amount equal to the amount so paid by it by paying the same by credit transfer to such account with such bank as such Paying Agent may by notice to the Fiscal Agent have specified for the purpose.

- 8.4 If the Fiscal Agent makes any payment in accordance with Clause 8.1, it shall be entitled to appropriate for its own account out of the funds received by it under Clause 7.1 an amount equal to the amount so paid by it.
- 8.5 If any Paying Agent makes a payment in respect of Bearer Instruments at a time at which the Fiscal Agent has not received the full amount of the relevant payment due to it under Clause 7.1 and the Fiscal Agent is not able, out of the funds received by it under Clause 7.1, to reimburse such Paying Agent therefor (whether by payment under Clause 8.3 or appropriation under Clause 8.4), SEK shall from time to time on demand pay to the Fiscal Agent for account of such Paying Agent:
- (a) the amount so paid out by such Paying Agent and not so reimbursed to it; and
  - (b) interest on such amount from the date on which such Paying Agent made such payment until the date of reimbursement of such amount,
- provided that** any payment made under paragraph (a) above shall satisfy *pro tanto* SEK's obligations under Clause 7.1.
- 8.6 Interest shall accrue for the purpose of paragraph (b) of Clause 8.5 (as well after as before judgment) on the basis of a year of 360 days and the actual number of days elapsed and at the rate per annum which is the aggregate of one per cent. per annum and the rate per annum specified by the Fiscal Agent as reflecting its cost of funds for the time being in relation to the unpaid amount.
- 8.7 If at any time and for any reason a Paying Agent makes a partial payment in respect of any CGI Temporary Global Instrument, CGI Permanent Global Instrument, NGI Temporary Global Instrument or NGI Permanent Global Instrument, Definitive Instrument or Coupon surrendered for payment to it, such Paying Agent shall:
- (a) in the case of a CGI Temporary Global Instrument, CGI Permanent Global Instrument, Definitive Instrument or Coupon endorse thereon a statement indicating the amount and date of such payment; and
  - (b) in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument, instruct the ICSDs (in accordance with the provisions of Schedule 13 (*Duties under the Issuer-ICSDs Agreement*)) to make appropriate entries in their respective records to reflect such partial payments.
9. **PAYMENTS TO HOLDERS OF REGISTERED INSTRUMENTS**
- 9.1 The relevant Registrar acting through its Specified Office shall make payments of interest, principal or, as the case may be, redemption amount in respect of Registered Instruments in accordance with the Conditions applicable thereto **provided that** the relevant Registrar shall not be obliged (but shall be entitled) to make such payments if it is not able to establish that it has received (whether or not at the due time) the full amount of the relevant payment due to it under Clause 7.1.
- 9.2 None of the Registrars shall exercise any lien, right of set-off or similar claim against any person to whom they make any payment under Clause 9.1 in respect thereof, nor shall any commission or expense be charged by it to any such person in respect thereof.

- 9.3 If the Registrar makes any payment in accordance with Clause 9.1, it shall be entitled to appropriate for its own account out of the funds received by it under Clause 7.1 an amount equal to the amount so paid by it.
- 9.4 If the Registrar makes a payment in respect of Registered Instruments at a time at which it has not received the full amount of the relevant payment due to it under Clause 7.1 and is not able, out of funds received by it under Clause 7.1, to reimburse itself therefor by appropriation under Clause 9.3, SEK shall from time to time on demand pay to such Registrar for its own account:
- (a) the amount so paid out by such Registrar and not so reimbursed to it; and
  - (b) interest on such amount from the date on which such Registrar made such payment until the date of reimbursement of such amount,
- provided that** any payment made under paragraph (a) above shall satisfy *pro tanto* SEK's obligations under Clause 7.1.
- 9.5 Interest shall accrue for the purpose of paragraph (b) of Clause 9.4 (as well after as before judgment) on the basis of a year of 360 days and the actual number of days elapsed and at the rate per annum which is the aggregate of one per cent. per annum and the rate per annum specified by the relevant Registrar as reflecting its cost of funds for the time being in relation to the unpaid amount.
10. **MISCELLANEOUS DUTIES OF THE FISCAL AGENT AND THE PAYING AGENTS**
- 10.1 The Fiscal Agent shall:
- (a) maintain a record of all Temporary Global Instrument, Permanent Global Instrument, Definitive Instruments and Coupons delivered hereunder and of their redemption, payment, cancellation, mutilation, defacement, alleged destruction, theft or loss or replacement **provided that** no record need be maintained of the serial numbers of Coupons save insofar as that a record shall be maintained of the serial numbers of unmatured Coupons missing at the time of redemption or other cancellation of the relevant Definitive Instruments and of any subsequent payments against such Coupons;
  - (b) maintain a record of all certifications received by it in accordance with the provisions of any Temporary Global Instrument;
  - (c) in relation to each series of Bearer Instruments, the terms and conditions applicable to which provide that the rate of interest or any calculation applicable thereto shall be determined by the Fiscal Agent, determine such rate of interest or make such calculation from time to time on the basis therein and take all such actions as may to it seem reasonably incidental thereto including, without limitation, the notification of all rates and amounts so determined and the maintenance of all appropriate records;
  - (d) make such records available for inspection at all reasonable times by SEK and the other Paying Agents; and

- (e) procure that in respect of each Series of Instruments issued as NGIs, maintains a record of all NGI Temporary Global Instrument and NGI Permanent Global Instrument delivered hereunder and of their redemption, payment, exchange, cancellation, mutilation, defacement, alleged destruction, theft or loss or replacement thereof.
- 10.2 The Paying Agents shall make available to the Fiscal Agent such information as may reasonably be required for (i) the maintenance of the records referred to in Clause 10.1 and (ii) the Fiscal Agent to perform the duties set out in Schedule 13 (*Duties under the Issuer-ICSDs Agreement*).
- 10.3 SEK may from time to time deliver to the Fiscal Agent Definitive Instruments and unmatured Coupons appertaining thereto for cancellation, whereupon the Fiscal Agent shall cancel such Definitive Instruments and Coupons. In addition, SEK may from time to time:
  - (a) procure the delivery to the Fiscal Agent of a CGI Temporary Global Instrument or a CGI Permanent Global Instrument with instructions to cancel a specified aggregate principal amount of Instruments represented thereby (which instructions shall be accompanied by evidence satisfactory to the Fiscal Agent that SEK is entitled to give such instructions) whereupon the Fiscal Agent shall note or procure that there is noted on the Schedule to such CGI Temporary Global Instrument or (as the case may be) CGI Permanent Global Instrument the aggregate principal amount of Instruments so to be cancelled and the remaining principal amount thereof (which shall be the previous principal amount thereof less the aggregate principal amount of the Instruments so cancelled) and shall procure the signature of such notation on its behalf; and/or
  - (b) instruct the Fiscal Agent to cancel a specified aggregate principal amount of Instruments represented by an NGI Temporary Global Instrument or an NGI Permanent Global Instrument (which instructions shall be accompanied by evidence satisfactory to the Fiscal Agent that SEK is entitled to give such instructions) whereupon the Fiscal Agent shall instruct the ICSDs (in accordance with the provisions of Schedule 13 (*Duties under the Issuer-ICSDs Agreement*)) to make appropriate entries in their respective records to reflect such cancellation.
- 10.4 As soon as practicable (and in any event within three months) after each interest payment date in relation to any Series of Bearer Instruments, after each date on which Instruments are cancelled in accordance with Clause 10.3, and after each date on which the Instruments fall due for redemption, the Fiscal Agent shall notify SEK and the other Paying Agents (on the basis of the information available to it) of the number of any Definitive Instruments or Coupons against surrender of which payment has been made and of the number of any Definitive Instruments or, as the case may be, Coupons which have not yet been surrendered for payment.
- 10.5 The Fiscal Agent shall, upon and in accordance with the instructions of SEK but not otherwise, arrange for the publication in accordance with Condition 20 (*Notices*) of any notice which is to be given to the holders of any Bearer Instruments and shall supply a copy thereof to each other Paying Agent.

- 10.6 The Fiscal Agent may destroy each Definitive Instrument or Coupon delivered to or cancelled by it in accordance with paragraph (c) of Clause 8.1 or delivered to and cancelled by it in accordance with Clause 10.3, in which case it shall (within 3 months of such destruction) furnish SEK with a certificate as to such destruction and specifying the serial numbers of the Definitive Instruments or Coupons in numerical sequence (and containing particulars of any unmatured Coupons attached thereto or surrendered therewith) and the total number by payment or maturity date of Coupons so destroyed.
- 10.7 The Fiscal Agent may procure that the Common Safe-keeper destroys each NGI Temporary Global Instrument and NGI Permanent Global Instrument in accordance with Clause 5.1, Clause 6.3, or Clause 8.1, and, in which case, upon receipt of confirmation of destruction from the Common Safe-keeper, the Fiscal Agent shall furnish SEK with a copy of such confirmation following receipt of confirmation from the Common Safe-keeper that a relevant Global Instrument has been effectuated, destroy each NGI Temporary Global Instrument and each NGI Permanent Global Instrument retained by it following authentication of the Global Instrument by the Fiscal Agent and delivery by electronic means of the authenticated Global Instrument to the Common Safe-keeper for effectuation.
- 10.8 Each Paying Agent shall, at the request of the holder of any Bearer Instrument issue voting certificates and block voting instructions in a form and manner which comply with the provisions of Schedule 10 (*Provisions for meetings of Holders of Instruments*) (except that it shall not be required to issue the same less than forty-eight hours before the time fixed for any meeting therein provided for). Each Paying Agent shall keep a full record of voting certificates and block voting instructions issued by it and will give to SEK not less than twenty-four hours before the time appointed for any meeting or adjourned meeting full particulars of all voting certificates and block voting instructions issued by it in respect of such meeting or adjourned meeting.
- 10.9 The Fiscal Agent shall make available for inspection during office hours at its Specified Office copies of this Agreement and the Deed of Covenant.
- 10.10 The Fiscal Agent shall (on behalf of SEK) make all necessary notifications and filings as may be required from time to time in relation to the issue, purchase and redemption of the Instruments by all applicable laws, regulations and guidelines and, in particular but without limitation, those promulgated by, Japanese governmental or regulatory authorities, in the case of Instruments denominated in or linked to Japanese Yen. Save as aforesaid, SEK shall be solely responsible for ensuring that each Instrument to be issued or other transactions to be effected hereunder shall comply with all applicable laws and regulations of any governmental or other regulatory authority and that all necessary consents and approvals of, notifications to and registrations and filings with, any such authority in connection therewith are effected, obtained and maintained in full force and effect.
- 10.11 Each Paying Agent shall severally indemnify SEK against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur, otherwise than by reason of its own negligence or wilful misconduct.
- 10.12 The Fiscal Agent agrees with SEK that it will notify the relevant Dealers of the completion of distribution of the Instruments of any series which are sold to or through



more than one Dealer as contemplated in Schedule 1 (*Selling Restrictions*) to the Dealership Agreement.

10.13 The Fiscal Agent shall immediately notify: (i) SEK of any notice delivered to it by Euroclear and/or Clearstream, Luxembourg; and (ii) Euroclear and/or Clearstream, Luxembourg of any relevant notice delivered to it by SEK.

10.14 The Fiscal Agent shall comply with the provisions set out in Schedule 13 (*Duties under the Issuer-ICSDs Agreement*).

**11. MISCELLANEOUS DUTIES OF THE REGISTRAR**

11.1 Each Registrar shall maintain in relation to each Series or Tranche of Registered Instruments in relation to which it is appointed as registrar a register (each a "**Register**"), which shall be kept in accordance with the terms and conditions applicable to such Series or Tranche of Registered Instruments and the regulations referred to in Clause 11.2. Each Register shall show the aggregate principal amount and date of issue of the relevant Series of Registered Instruments, the names and addresses of the initial holders thereof and the dates of all transfer to, the names and addresses of, all subsequent holders thereof and all cancellations and replacements of any Instrument Certificates. The relevant Registrar shall further, in relation to each Series or Tranche of Registered Instruments the terms and conditions applicable to which provide that the rate of interest applicable thereto shall be determined by such Registrar, determine such rate of interest from time to time on the basis therein provided and take all such action as may to it seem reasonably incidental thereto including, without limitation, the notification of all rates and amounts so determined and the maintenance of all appropriate records. Each Registrar shall make each Register and all such records in respect of which it has been appointed available for inspection at all reasonable times by SEK.

11.2 The relevant Registrar shall by the issue of new Instrument Certificates, the cancellation of old Instrument Certificates and the making of entries in the relevant Register give effect to transfers of Registered Instruments in accordance with the terms and conditions applicable thereto and in accordance with such regulations concerning the transfer of Registered Instruments as may from time to time be promulgated by SEK. The initial regulations in relation to the transfer of Instrument Certificates are set out in Schedule 11 (*Regulations concerning transfer of Registered Instruments*).

11.3 If the Transfer Agent receives requests for the transfer of International Registered Instruments in accordance with the Conditions and the regulations referred to in Clause 11.2 above, it shall assist, if required, in the issue of new International Instrument Certificates to give effect to such transfers and, in particular, upon any such request being duly made, shall promptly notify the International Registrar of:

- (a) the aggregate principal amount of the International Registered Instruments to be transferred;
- (b) the name(s) and addresses to be entered on the Register of the Holder(s) of the new International Instrument Certificate(s) to be issued in order to give effect to such transfer; and

(c) the place and manner of delivery of the new International Instrument Certificate(s) to be delivered in respect of such transfer,

and shall forward the International Instrument Certificate(s) relating to the International Registered Instruments to be transferred (with the relevant form(s) of transfer duly completed) to the International Registrar with such notification.

11.4 If the DTC Transfer Agent receives requests for the transfer of DTC Registered Instruments in accordance with the Conditions and the regulations referred to in Clause 11.2 above, it shall assist, if required, in the issue of new DTC Instrument Certificates to give effect to such transfers and, in particular, upon any such request being duly made, shall promptly notify the DTC Registrar of:

- (a) the aggregate principal amount of the DTC Registered Instruments to be transferred;
- (b) the name(s) and addresses to be entered on the Register of the Holder(s) of the new DTC Instrument Certificate(s) to be issued in order to give effect to such transfer; and
- (c) the place and manner of delivery of the new DTC Instrument Certificate(s) to be delivered in respect of such transfer,

and shall forward the DTC Instrument Certificate(s) relating to the DTC Registered Instruments to be transferred (with the relevant form(s) of transfer duly completed) to the DTC Registrar with such notification.

11.5 The DTC Transfer Agent shall receive requests for the exchange of interests in the Unrestricted Global Instrument Certificate for interests in the Restricted Global Instrument Certificate and for the exchange of interests in the Restricted Global Instrument Certificate for interests in the Unrestricted Global Instrument Certificate and, upon any such request being duly made in accordance with the terms of this Agreement and the relevant Global Instrument Certificate, shall promptly notify the DTC Registrar of the principal amount of DTC Registered Instruments to be so exchanged and send to the DTC Registrar a copy of any certificate received by it in connection with such request for exchange.

11.6 The DTC Registrar shall receive requests for the exchange of interests in the Unrestricted Global Instrument Certificate for interests in the Restricted Global Instrument Certificate and for the exchange of interests in the Restricted Global Instrument Certificate for interests in the Unrestricted Global Instrument Certificate and, subject to the DTC Registrar having received all information and certificates required by this Agreement and the relevant Global Instrument Certificate, the DTC Registrar shall give effect to such requests in accordance with the terms of the relevant Global Instrument Certificate by making appropriate adjustments to the records maintained by it and shall procure that appropriate entries are made in the records of the DTC Custodian so as to reflect such adjustments.

11.7 SEK may from time to time deliver to the relevant Registrar Instrument Certificates representing the relevant Registered Instruments of which it is the holder for

cancellation, whereupon such Registrar shall cancel the same and shall make the corresponding entries in the relevant Register.

- 11.8 As soon as practicable (and in any event within three months) after each date on which Registered Instruments fall due for redemption, the relevant Registrar shall notify SEK of the number of any Registered Instruments under which payment has been made and of the number of any Registered Instruments (and the names and addresses of the holders thereof) under which payment has not yet been applied for.
- 11.9 The relevant Registrar shall, upon and in accordance with the instructions of SEK but not otherwise, arrange for the publication in accordance with Condition 20 (*Notices*) of any notice which is to be given to the holders of Registered Instruments.
- 11.10 SEK shall ensure that the relevant Registrar has available to it supplies of such Instrument Certificates as shall be necessary in connection with the transfer of Registered Instruments under this Clause 11.
- 11.11 The relevant Registrar shall, at the request of the holder of any Registered Instrument, issue voting certificates and block voting instructions in a form and manner which comply with the provisions of Schedule 10 (*Provisions for meetings of Holders of Instruments*) (except that it shall not be required to issue the same less than forty-eight hours before the time fixed for any meeting therein provided for). The relevant Registrar shall keep a full record of voting certificates and block voting instructions issued by it and will give to SEK not less than twenty-four hours before the time appointed for any meeting or adjourned meeting, full particulars of all voting certificates and block voting instructions issued by it in respect of such meeting or adjourned meeting.
- 11.12 Each Registrar shall make available during office hours at its specified office copies of this Agreement.
- 11.13 Each Registrar shall make all relevant and necessary notifications and filings to and with the Ministry of Finance in Japan or other relevant governmental or regulatory authority.
- 11.14 Each Registrar shall indemnify SEK against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur, otherwise than by reason of its own negligence or wilful misconduct.
- 12. **APPOINTMENT AND DUTIES OF THE CALCULATION AGENT**
- 12.1 SEK appoints the Fiscal Agent at its specified office as Calculation Agent in relation to any Series of Instruments in respect of which it agrees to be named as such in the relevant Final Terms or Drawdown Prospectus (for avoidance of doubt, such Instruments expected to be Fixed Rate and/or Floating Rate Instruments only), for the purposes specified in this Agreement and in the Conditions and all matters incidental thereto. For all other Series of Instruments where a Calculation Agent is required, an appointment will be made by SEK pursuant to the pro-forma Master Calculation Agency Agreement contained in schedule 7 (*Pro Forma Master Calculation Agency Agreement*) of the Dealership Agreement.

- 12.2 The Fiscal Agent accepts its appointment as Calculation Agent in relation to each Series of Instruments in respect of which no other person is named as such in the relevant Final Terms or Drawdown Prospectus or appointed by SEK to act as the Calculation Agent, as the case may be and shall perform all matters expressed to be performed by it in, and otherwise comply with, the Conditions and the provisions of this Agreement and, in connection therewith, shall take all such action as may be incidental thereto. The Fiscal Agent acknowledges and agrees that it shall be the Calculation Agent in respect of each Series of Instruments unless the Dealer (or one of the Dealers) through whom such Instruments are issued has agreed with the SEK to act as Calculation Agent unless SEK otherwise agrees to appoint another institution as Calculation Agent.
- 12.3 The Calculation Agent shall, in respect of each Series of Instruments in relation to which it is appointed as such:
- (a) obtain such rates and/or make such determinations, calculations, adjustments, notifications and publications as may be required to be made by it by the Conditions at the times and otherwise in accordance with the Conditions and the Final Terms or Drawdown Prospectus, as the case may be;
  - (b) without delay, inform SEK of such rates, determinations, calculations, adjustments, notifications and publications; and
  - (c) maintain a record of all quotations obtained and of all amounts, rates and other items determined or calculated by it and make such records available for inspection at all reasonable times by SEK and the Paying Agents.
- 12.4 The Calculation Agent's obligations under Clause 12.3 above shall only be deemed to be discharged once it has received confirmation from SEK that such notification has been received and that any quotes, rates, determinations, calculations, adjustments, notifications and publications are accepted by SEK.
- 12.5 The Calculation Agent indemnifies SEK against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which SEK may incur, otherwise than by reason of SEK's own negligence or wilful misconduct.
13. **NOTICES, FALLBACKS ETC.**
- 13.1 SEK will notify the Fiscal Agent, any other party specified in the applicable Final Terms as being responsible for calculating the Interest Rate and, in accordance with Condition 20 (*Notices*), the Holders by the date falling not less than five business days prior to the relevant Interest Determination Date of any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments and the effective date of such Benchmark Amendments, if any, determined under Condition 7.8.
- 13.2 The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such notice will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any)) be binding on SEK, the Fiscal Agent, the Paying Agent and the Holders.

- 13.3 If, following the occurrence of a Benchmark Event and in relation to the determination of the Interest Rate on the relevant Interest Determination Date, no Successor Rate or Alternative Rate (as applicable) is determined pursuant to Condition 7.8 by the date falling not less than five business days prior to the relevant Interest Determination Date, the Interest Rate applicable to the next succeeding Interest Period shall be equal to the Interest Rate last determined in relation to the Instruments in respect of the immediately preceding Interest Period (though substituting, where a different Margin or Maximum or Minimum Interest Rate is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Interest Rate relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Interest Rate relating to that last preceding Interest Period).
- 13.4 For the avoidance of doubt, Condition 7.8(vii) shall apply to the determination of the Interest Rate on the relevant Interest Determination Date only, and the Interest Rate applicable to any subsequent Interest Period(s) is subject to the subsequent operation of, and to adjustment as provided in, Condition 7.10.
14. **FEES AND EXPENSES**
- 14.1 SEK shall pay to the Fiscal Agent for account of the Paying Agents such fees as may have been agreed between SEK and the Fiscal Agent in respect of the services of the Paying Agents hereunder (plus any applicable value added tax). SEK shall pay to each of the Registrars for its own account such fees as may have been agreed between SEK and the Registrar in respect of the services of the Registrars hereunder (plus any applicable value added tax).
- 14.2 SEK shall on demand reimburse the Fiscal Agent, each Registrar and each Paying Agent for all expenses (including, without limitation legal fees and any publication, advertising, communication, courier, postage and other out-of-pocket expenses) properly incurred in connection with its services hereunder (plus any applicable value added tax).
- 14.3 SEK shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Agreement, and shall indemnify each Paying Agent and each Registrar against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur as a result or arising out of or in relation to any failure to pay or delay in paying any of the same.
- 14.4 All payments by the Issuer under this clause will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by any government having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer will pay such additional amounts as will result in receipt by the relevant Agent of such amounts as would have been received by it if no such withholding had been required.

15. **TERMS OF APPOINTMENT**

15.1 Each of the Paying Agents and each of the Registrars may, in connection with its services hereunder:

- (a) (in the case of Bearer Instruments only) except as ordered by a court of competent jurisdiction or as required by law and notwithstanding any notice to the contrary or any memorandum thereon, treat the holder of any Instrument as the absolute owner thereof and make payments thereon accordingly;
- (b) assume that the terms of each Instrument as issued are correct;
- (c) refer any question relating to the ownership of any Instrument or the adequacy or sufficiency of any evidence supplied in connection with the replacement of any Instrument to SEK for determination by SEK and rely upon any determination so made;
- (d) rely upon the terms of any notice, communication or other document reasonably believed by it to be genuine; and
- (e) after consultation with SEK engage and pay for (at the cost of the Issuer) the advice or services of any lawyers or other experts whose advice or services may to it seem necessary and rely upon any advice so obtained (and such Paying Agent or, as the case may be, such Registrar shall be protected and shall incur no liability as against SEK in respect of any action taken, or suffered to be taken, in accordance with such advice and in good faith).

15.2 Notwithstanding anything to the contrary expressed or implied herein or in the terms and conditions applicable to any Instruments, none of the Paying Agents, the Calculation Agent nor the Registrar shall in connection with their services hereunder, be under any fiduciary duty towards any person other than SEK, be responsible for or liable in respect of the authorisation, validity or legality of any Instrument issued or paid by it hereunder or any act or omission of any other person (including, without limitation, any other party hereto) or be under any obligation towards any person other than SEK and, in the case of the Paying Agents the other Paying Agents. The obligations of the Paying Agents and each of the Registrars are several and not joint.

15.3 Each Paying Agent and each Registrar may subscribe, purchase, hold and dispose of Instruments and may enter into any transaction (including, without limitation, any depository, trust or agency transaction) with any holders or owners of any Instruments or with any other party hereto in the same manner as if it had not been appointed as the agent of SEK in relation to the Instruments.

15.4 SEK shall indemnify each Paying Agent and each Registrar against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur, other than such costs and expenses as are separately agreed to be reimbursed out of the fees payable under Clause 14.1 and otherwise than by reason of its own negligence or wilful misconduct, as a result or arising out of or in relation to its acting as the agent of SEK in relation to the Instruments.

- 15.5 The Calculation Agent indemnifies SEK against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur, otherwise than by reason of its own negligence or wilful misconduct.
- 15.6 The indemnities contained in Clauses 10.11, 11.14, 12.5, 14.3, 15.4 and 15.5 shall survive the termination of this Agreement.
- 15.7 In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("**Applicable Law**"), the DTC Registrar is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the DTC Registrar. Accordingly, each of the parties agree to provide to the DTC Registrar, upon their request from time to time such identifying information and documentation, to the extent permitted by applicable law, and as may be available for such party in order to enable the DTC Registrar to comply with Applicable Law.
- 15.8 All notices provided under this Agreement to each of the Paying Agents, the Transfer Agent, the DTC Transfer Agent or the Holders shall be in the English language.
- 15.9 The Paying Agents, the Registrar and the Calculation Agent are not liable for any loss caused by events beyond their reasonable control including any malfunction, interruption or error in the transmission of information caused by any machine or systems or interception of communication facilities, abnormal operating conditions or events of force majeure.
- 15.10 The Issuer hereby represents and warrants to each of the Agents that:
- (a) it is a company duly organized and validly existing in Sweden;
  - (b) it has the power and authority to sign and to perform its obligations under this Agreement;
  - (c) this Agreement is duly authorised and signed and is its legal, valid and binding obligation; and
  - (d) its performance of this Agreement will not violate or breach any applicable law, regulation, contract or other requirement.
16. **CHANGES IN AGENTS**
- 16.1 Any Paying Agent or any Registrar may resign its appointment as the agent of SEK in relation to the Instruments upon the expiration of not less than thirty days' notice to that effect by such Paying Agent or, as the case may be, such Registrar to SEK (with a copy, if necessary, to the Fiscal Agent) **provided that:**
- (a) any such notice which would otherwise expire within thirty days before or after the maturity date of any series of Instruments or any interest payment date in relation to any series of Instruments shall be deemed, in relation to such Series only, to expire on the thirtieth day following such date; and

- (b) in the case of: (i) the Fiscal Agent; (ii) the only remaining Paying Agent; (iii) the Registrar with its specified office outside the United Kingdom; (iv) so long as any Instruments are admitted to listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange, the Paying Agent or Registrar with its specified office in Luxembourg (if so required by the listing rules of the Luxembourg Stock Exchange); or (v) so long as any Instruments are admitted to trading, listing and/or quotation by any stock exchange, listing authority and/or quotation system, the Paying Agent or Registrar with its specified office in a major city in the jurisdiction in which such stock exchange, listing authority and/or quotation system operates (if so required by the rules of such stock exchange, listing authority and/or quotation system), such resignation shall not be effective until a successor thereto as the agent of SEK in relation to the Instruments has been appointed by SEK or in accordance with Clause 16.5 and notice of such appointment has been given in accordance with Condition 20 (*Notices*).
- 16.2 SEK may revoke its appointment of any Paying Agent or Registrar as its agent in relation to the Instruments by not less than thirty days' notice to that effect to such Paying Agent or, as the case may be, such Registrar **provided that**, in the case of the Fiscal Agent, the only remaining Paying Agent or Registrar with its specified office outside the United Kingdom, so long as any Instruments are admitted to listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange, the Paying Agent or Registrar with its specified office in Luxembourg (if so required by the listing rules of the Luxembourg Stock Exchange), or so long as any instruments are admitted to trading, listing and/or quotation by any stock exchange, listing authority and/or quotation system, the Paying Agent or Registrar with its specified office in a major city in the jurisdiction in which such stock exchange, listing authority and/or quotation system operates (if so required by the rules of such stock exchange, listing authority and/or quotation system), such revocation shall not be effective until a successor thereto as the agent of SEK in relation to the Instruments has been appointed by SEK and notice of such appointment has been given in accordance with Condition 20 (*Notices*).
- 16.3 The appointment of any Paying Agent or Registrar as the agent of SEK in relation to the Instruments shall terminate forthwith if any of the following events or circumstances shall occur or arise, namely: such Paying Agent or, as the case may be, Registrar becomes incapable of acting; such Paying Agent or, as the case may be, Registrar is adjudged bankrupt or insolvent; such Paying Agent or, as the case may be, Registrar files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver, administrator or other similar official of all or any substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof; a resolution is passed or an order is made for the winding-up or dissolution of such Paying Agent or, as the case may be, Registrar; a receiver, administrator or other similar official of such Paying Agent or, as the case may be, Registrar or of all or any substantial part of its property is appointed; an order of any court is entered approving any petition filed by or against such Paying Agent or, as the case may be, Registrar under the provisions of any applicable bankruptcy or insolvency law; or any public officer takes charge or control of such Paying Agent or, as the case may be, Registrar or of its property or affairs for the purpose of rehabilitation, conservation or liquidation.



- 16.4 SEK may appoint substitute or additional agents in relation to the Instruments and shall forthwith notify the other parties hereto thereof, whereupon the parties hereto and such substitute or additional agent shall thereafter have the same rights and obligations among them as would have been the case had they then entered into an agreement in the form *mutatis mutandis* of this Agreement.
- 16.5 If any Paying Agent or Registrar gives notice of its resignation in accordance with Clause 16.1 and by the tenth day before the expiration of such notice a successor to such Paying Agent or, as the case may be, Registrar as the agent of SEK in relation to the Instruments has not been appointed by SEK, such Paying Agent or, as the case may be, Registrar may itself, following such consultation with SEK as may be practicable in the circumstances, appoint as its successor any reputable and experienced bank or financial institution and give notice of such appointment in accordance with Condition 20 (*Notices*), whereupon the parties hereto and such successor agent shall thereafter have the same rights and obligations among them as would have been the case had they then entered into an agreement in the form *mutatis mutandis* of this Agreement.
- 16.6 Upon any resignation or revocation becoming effective under this Clause 16, the relevant Paying Agent or, as the case may be, Registrar shall:
- (a) be released and discharged from its obligations under this Agreement (save that it shall remain entitled to the benefit of and subject to the provisions of Clause 14.3, Clause 15 and this Clause 16);
  - (b) repay to SEK such part of any fee paid to it in accordance with Clause 14.1 as shall relate to any period thereafter;
  - (c) in the case of the Fiscal Agent, deliver to SEK and to its successor a copy, certified as true and up-to-date by an officer of the Fiscal Agent, of the records maintained by it in accordance with Clause 10;
  - (d) in the case of a Registrar, deliver to SEK and to its successor a copy, certified as true and up-to-date by an officer of the relevant Registrar, of each of the Registers and other records maintained by it in accordance with Clause 11; and
  - (e) forthwith (upon payment to it of any amount due to it in accordance with Clause 13 or Clause 15.4) transfer all moneys and papers (including any unissued Temporary Global Instrument, Definitive Instruments, Permanent Global Instrument, Definitive Instruments, Coupons or Instrument Certificate held by it hereunder) to its successor in that capacity and, upon appropriate notice, provide reasonable assistance to such successor for the discharge by it of its duties and responsibilities hereunder.
- 16.7 Any corporation into which any Paying Agent or Registrar may be merged or converted, any corporation with which any Paying Agent or Registrar may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which any Paying Agent or Registrar shall be a party, shall, to the extent permitted by applicable law, be the successor to such Paying Agent or, as the case may be, Registrar as agent of SEK in relation to the Instruments without any further formality, whereupon the parties hereto and such successor agent shall thereafter have the same rights and obligations among them as would have been the case had they then entered into an

agreement in the form *mutatis mutandis* of this Agreement. Notice of any such merger, conversion or consolidation shall forthwith be given by such successor to SEK and the other parties hereto.

17. **TIME**

Any date or period specified herein may be postponed or extended by mutual agreement among the parties but, as regards any date or period originally fixed or so postponed or extended, time shall be of the essence.

18. **NOTICES**

All notices and communications hereunder shall be made in writing (by letter or e-mail), shall be effective upon receipt by the addressee and shall be sent as follows:

(a) if to SEK to it at:

Address: Fleminggatan 20  
P.O. Box 194  
SE-101 23 Stockholm  
Sweden

E-mail: NewIssueDesk@sek.se;

Attention: Treasury Support

(b) if to a Paying Agent or Registrar, to it at the address or e-mail specified against its name in Schedule 12 (*The Specified Offices of the Paying Agents and the Registrar*) (or, in the case of a Paying Agent or Registrar not originally a party hereto, specified by notice to the other parties hereto at or about the time of its appointment as the agent of SEK in relation to the Instruments) for the attention of the person or department therein specified (or as aforesaid),

or, in any case, to such other address or email or for the attention of such other person or department as the addressee has by prior notice to the sender specified for the purpose.

19. **LAW AND JURISDICTION**

19.1 This Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law.

19.2 The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) or the consequences of its nullity.

19.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

19.4 Clause 19.2 is for the benefit of the Paying Agents and Registrar only. As a result, nothing in this Clause 19 prevents the Paying Agents or Registrar from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction.

To the extent allowed by law, the Paying Agents and the Registrar may take concurrent Proceedings in any number of jurisdictions.

- 19.5 SEK agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to The Trade Commissioner for the time being at Business Sweden - The Swedish Trade and Invest Council, 5 Upper Montagu Street, London, W1H 2AG (or its other address in England from time to time). If the appointment of the person mentioned in this Clause ceases to be effective, SEK shall forthwith appoint a further person in England to accept service of process on its behalf in England and notify the name and address of such person to each Paying Agent and the Registrar, and failing such appointment within fifteen days, any Paying Agent or any Registrar shall be entitled to appoint such a person by notice to SEK. Nothing contained herein shall affect the right to serve process in any other manner permitted by law. This Clause applies to Proceedings in England and to Proceedings elsewhere.

20. **MODIFICATION**

For the avoidance of doubt, this Agreement may be amended by further agreement among the parties hereto and without the consent of the holders of any of the Instruments.

21. **RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and thus has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

**AS WITNESS** the hands of the duly authorised representatives of the parties hereto the day and year first before written.

**SCHEDULE 1**  
**FORM OF TEMPORARY GLOBAL INSTRUMENT**

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>1</sup>

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TERMS OF THE SECURITY AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE GLOBAL INSTRUMENTS OF THE TRANCHE OF WHICH THIS GLOBAL INSTRUMENT FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OR REGULATION S UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT.

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**  
*(incorporated in the Kingdom of Sweden with limited liability)*

**TEMPORARY GLOBAL INSTRUMENT**

representing up to

*[Aggregate principal amount of Series]  
[Title of Instruments]*

This Temporary Global Instrument is issued in respect of an issue of *[aggregate principal amount of Series]* in aggregate principal amount of *[title of Instruments]* (the "**Instruments**") by **AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)** ("**SEK**"). The Instruments are described in the [final terms (the "**Final Terms**")/pricing supplement (the "**Pricing Supplement**")/drawdown prospectus ("**Drawdown Prospectus**")], a copy of which is annexed hereto. If a Pricing Supplement or Drawdown Prospectus is annexed hereto, each reference in this Temporary Global Instrument to "Final Terms" shall be read and construed as a reference to the final terms of the Instruments set out in such Pricing Supplement or Drawdown Prospectus, unless the context requires otherwise.

SEK for value received promises, all in accordance with the terms and conditions [attached hereto/set out in the base prospectus prepared by SEK and dated 1 April 2022 (as amended, supplemented or replaced) and the final terms prepared in relation to the Instruments and set out in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus]] attached hereto (the "**Conditions**") to pay to the bearer upon surrender hereof on *[maturity date]* or on such

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<sup>1</sup> Legend to appear on every Instrument with a maturity of more than one year.

earlier date as the same may become payable in accordance therewith the principal sum of [*denomination in words and numerals*] or such other redemption amount as may be specified therein [and to pay in arrear on the dates specified therein interest on such principal amount at the rate or rates specified therein together with any additional amounts payable in accordance with the Conditions], and in the case of convertible or exchangeable Instruments, to deliver or procure the delivery of any securities requested to be delivered on redemption pursuant to the terms and conditions and the final terms prepared in relation to the Instruments, all subject to the Conditions.

Except as specified herein, the bearer of this Temporary Global Instrument is entitled to the benefit of the same obligations on the part of SEK as if such bearer were the bearer of the Instruments represented hereby, and all payments under and to the bearer of this Temporary Global Instrument shall be valid and effective to satisfy and discharge the corresponding liabilities of SEK in respect of the Instruments.

Words and expressions defined in the Conditions shall have the same meanings when used in this Temporary Global Instrument except where the context requires otherwise or unless otherwise stated.

This Temporary Global Instrument is exchangeable in whole or in part for a permanent global instrument (the "**Permanent Global Instrument**") representing the Instruments and in substantially the form (subject to completion) set out in Schedule 2 to a fiscal agency agreement dated 1 April 2022 (as amended or supplemented from time to time, the "**Fiscal Agency Agreement**") and made between SEK and Deutsche Bank AG, London Branch, in its capacity as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor to Deutsche Bank AG, London Branch, in its capacity as such), and certain other financial institutions named therein or, if so specified in such final terms, for definitive instruments ("**Definitive Instruments**") in substantially the form (subject to completion) set out in Schedule 3 to such Fiscal Agency Agreement. An exchange for a Permanent Global Instrument or, as the case may be, Definitive Instruments will be made only on or after the fortieth day after the date of issue of this Temporary Global Instrument (the "**Exchange Date**") and upon presentation or, as the case may be, surrender of this Temporary Global Instrument to the Fiscal Agent at its Specified Office in relation to the Instruments [and upon and to the extent of delivery to the Fiscal Agent of a certificate or certificates issued by Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking S.A. ("**Clearstream, Luxembourg**", together with Euroclear, the international central securities depositories or "**ICSDs**") and dated not earlier than the Exchange Date in substantially the form set out in Annex I hereto]<sup>2</sup>. Any Definitive Instruments will be made available for collection by the persons entitled thereto at the Specified Office of the Fiscal Agent.

If the Final Terms specify that the New Global Instrument form is applicable, this Temporary Global Instrument a "**New Global Instrument**" or an "**NGI**" and the principal amount of Instruments represented by this Temporary Global Instrument or the aggregate principal amount of Definitive Instruments so delivered from time to time, as the case may be shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this Temporary Global Instrument means the records that each ICSD holds for its customers which reflect the amount of such customers' interests in the

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<sup>2</sup> Delete if TEFRA C applies as certifications are not required for an exchange of a Temporary Global Instrument for a Permanent Global Instrument or for Definitive Instrument or for payments of interest.

Instruments (but excluding any interest in any Instruments of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the nominal amount of Instruments represented by this Temporary Global Instrument and, for these purposes, a statement issued by an ICSD stating the principal amount of Instruments represented by this Temporary Global Instrument at any time shall be conclusive evidence of the records of the ICSD at that time; *provided, however, that* in no circumstances shall the principal amount of the Permanent Global Instrument or the aggregate principal amount of Definitive Instruments so delivered, as the case may be, exceed the initial principal amount of this Temporary Global Instrument.

If the Final Terms specify that the New Global Instrument form is not applicable, this Temporary Global Instrument shall be a "Classic Global Instrument" or "CGI" and the principal amount of the Instruments represented by this Temporary Global Instrument shall be the amount stated in the applicable Final Terms or, if lower, the principal amount most recently entered by or on behalf of SEK in the relevant column in the Schedule (*Payments, Delivery of Definitive Instruments, Exchange for Permanent Global Instrument and Cancellation of Instruments*).

[Payments of interest falling due before the Exchange Date will be made only upon presentation of the Temporary Global Instrument to the Fiscal Agent at its Specified Office in relation to the Instruments and upon or to the extent of delivery to the Fiscal Agent or, in the case that this Temporary Global Instrument is an NGI Temporary Global Instrument, at the Specified Office of the Fiscal Agent or the Common Safe-keeper of a certificate or certificates issued by an ICSD and/or any other relevant clearing system and dated not earlier than the relevant interest payment date in substantially the form set out in Annex II hereto.]<sup>3</sup> In the case of interest falling due after the Exchange Date, interest shall only be payable to the extent SEK has failed to procure the exchange for a Permanent Global Instrument and/or Definitive Instruments of that portion of this Temporary Global Instrument in respect of which such interest has accrued.

Whenever any interest in this Temporary Global Instrument is to be exchanged for an interest in a Permanent Global Instrument, SEK shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Instrument, duly authenticated, to the bearer of this Temporary Global Instrument or (in the case of any subsequent exchange) an increase in the principal amount of such Permanent Global Instrument in accordance with its terms, in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Fiscal Agent against presentation and (in the case of final exchange) presentation and surrender of this Temporary Global Instrument to or to the order of the Fiscal Agent requesting such exchange.

Whenever this Temporary Global Instrument is to be exchanged for Definitive Instruments, SEK shall procure the prompt delivery (free of charge to the bearer) of such Definitive Instruments, duly authenticated and with Coupons and Talons attached (if so specified in the [Final Terms/Pricing Supplement/Drawdown Prospectus]), in an aggregate principal amount equal to the principal amount of this Temporary Global Instrument to the bearer of this Temporary Global Instrument against the surrender of this Temporary Global Instrument to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

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<sup>3</sup> Delete if TEFRA C applies as certifications are not required for an exchange of a Temporary Global Instrument for a Permanent Global Instrument or for Definitive Instrument or for payments of interest.

In the event that (i) this Temporary Global Instrument is not duly exchanged, (a) whether in whole or in part, for the Permanent Global Instrument by 5.00 p.m. (London time) on the seventh day after the bearer has requested exchange of an interest in this Temporary Global Instrument for an interest in a Permanent Global Instrument or, as the case may be, (b) in whole for Definitive Instruments by 6.00 p.m. (London time) on the thirtieth day after the bearer has requested such exchanged, **provided that** the preconditions to such exchange are satisfied or (ii) this Temporary Global Instrument (or any part hereof) has become due and payable in accordance with the Conditions or the date for final redemption of this Temporary Global Instrument has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of this Temporary Global Instrument on the due date for payment, then this Temporary Global Instrument will become void at 5.00 p.m. (London time) on such seventh day (in the case of (i)(a) above) or at 5.00 p.m. (London time) on such thirtieth day (in the case of (i)(b)) or at 5.00 p.m. (London time) on such due date (in the case of (ii) above) and the bearer will have no further rights hereunder (but without prejudice to the rights which such bearer or any other person may have under a deed of covenant dated 1 April 2022 and executed by SEK in respect of the Instruments (as amended, supplemented or replaced, unless otherwise stated in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus]) (the "**Deed of Covenant**")). The Deed of Covenant has been deposited at the Specified Office of the Fiscal Agent and a copy of it may be inspected at the Specified Office of each Paying Agent.

Upon any payment being made in respect of the Instrument represented by this Temporary Global Instrument, SEK shall procure that:

- (a) *CGI*: if the Final Terms specify that the New Global Instrument form is not applicable, details of such payment shall be entered in the Schedule (*Payments, Delivery of Definitive Instruments, Exchange for Permanent Global Instrument and Cancellation of Instruments*) hereto and, in the case of any payment of principal, the principal amount of the Instruments represented by this Temporary Global Instrument shall be reduced by the principal amount so paid; and
- (b) *NGI*: if the Final Terms specify that the New Global Instrument form is applicable, details of such payment shall be entered *pro rata* in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Instruments entered in the records of ICSDs and represented by this Temporary Global Instrument shall be reduced by the principal amount so paid.

#### **Discharge of Issuer's obligations**

In relation to payments made in respect of this Temporary Global Instrument, so long as this Temporary Global Instrument is held on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, the definition of "Business Day" in Condition 1.1 (*Interpretation – Definitions*) shall be amended so as to disapply paragraphs (A)(i)(b) and (A)(ii)(b) of that definition. Payments due in respect of Instruments for the time being represented by this Temporary Global Instrument shall be made to the bearer of this Global Instrument and each payment so made will discharge SEK's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

On any occasion on which a payment of principal or redemption amount is made in respect of this Temporary Global Instrument or on which this Temporary Global Instrument is exchanged

in whole or in part as aforesaid or on which Instruments represented by this Temporary Global Instrument are to be cancelled, SEK shall procure that:

- (a) if the Final Terms specify that the New Global Instrument form is not applicable, (i) the amount of such payment and the aggregate principal amount of such Instruments and (ii) the remaining principal amount of Instruments represented by this Temporary Global Instrument (which shall be the previous principal amount of Instruments represented by this Temporary Global Instrument less the aggregate of the amounts referred to in (i)) are entered in the Schedule) hereto, whereupon the principal amount of Instruments represented by this Temporary Global Instrument shall for all purposes be as most recently so entered; and
- (b) if the Final Terms specify that the New Global Instrument form is applicable, details of the exchange or cancellation shall be entered *pro rata* in the records of the ICSDs.

Notwithstanding Condition 20 (*Notices*), while all the Instruments are represented by this Temporary Global Instrument (or by this Temporary Global Instrument and the Permanent Global Instrument) and this Temporary Global Instrument is (or this Temporary Global Instrument and the Permanent Global Instrument are) deposited with a depository or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a Common Safe-keeper (which expression has the meaning given in the Fiscal Agency Agreement), notices to Holders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Holders in accordance with Condition 20 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system[; *provided, however, that*, so long as the Instruments are admitted to trading on the regulated market of the Luxembourg Stock Exchange and its rules so require, notices shall be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu))]<sup>4</sup>.

This Temporary Global Instrument and all non-contractual obligations arising out of or in connection with it are governed by English law.

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising from or connected with this Temporary Global Instrument (including a dispute relating to any non-contractual obligations arising from or in connection with this Temporary Global Instrument or a dispute regarding the existence, validity or termination of this Temporary Global Instrument) or the consequences of its nullity. The above jurisdiction provision is for the benefit of the bearer only. As a result, nothing in this Temporary Global Instrument prevents the bearer from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the bearer may take concurrent Proceedings in any number of jurisdictions. SEK agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary. SEK agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to The Trade Commissioner for the time being at Business Sweden - The Swedish Trade and Invest Council, 5 Upper Montagu Street, London, W1H 2AG (or its other address in England from time to time). If the appointment of the person mentioned in this paragraph ceases to be

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<sup>4</sup> Include where the Instruments are admitted to trading on the regulated market of the Luxembourg Stock Exchange.



effective SEK shall forthwith appoint a further person in England to accept service of process on its behalf in England and notify the name and address of such person to the Fiscal Agent. Nothing contained herein shall affect the right to serve process in any other manner permitted by law. This applies to Proceedings in England and to Proceedings elsewhere.

This Temporary Global Instrument shall not be valid for any purpose until authenticated for and on behalf of Deutsche Bank AG, London Branch as fiscal agent.

If the Final Terms specify that the New Global Instrument form is applicable, this Temporary Global Instrument shall not be valid for any purpose until it has been effectuated for and on behalf of the Common Safe-keeper appointed as common safe-keeper by the ICSDs.

AS WITNESS the signature of a duly authorised officer on behalf of SEK.

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**

By: \_\_\_\_\_  
[signature]  
(duly authorised)

By: \_\_\_\_\_  
[signature]  
(duly authorised)

**ISSUED** in London on [    ] 20[    ]

**AUTHENTICATED** for and on behalf of  
**DEUTSCHE BANK AG, LONDON BRANCH** as fiscal agent  
without recourse, warranty or liability

By: \_\_\_\_\_  
[signature]  
(duly authorised)

**EFFECTUATED** for and on behalf of  
**(Common Safe-keeper)** as common safe-keeper without  
recourse, warranty or liability

By: \_\_\_\_\_  
[signature]  
(duly authorised)

THE SCHEDULE<sup>5</sup>

Payments, Delivery of Definitive Instruments,  
Exchange for Permanent Global Instrument  
and Cancellation of Instruments

Date of payment, delivery or cancellation	Amount of interest then paid	Amount of principal (or in respect of which redemption amount) then paid	Aggregate principal amount of Definitive Instruments then delivered	Aggregate principal amount of this Temporary Global Instrument then exchanged for the Permanent Global Instrument	Aggregate principal amount of Instruments then cancelled	Remaining principal amount of this Temporary Global Instrument	Authorised signature

<sup>5</sup> The Schedule should only be completed where the applicable Final Terms indicates that this Temporary Global Instrument is not intended to be a New Global Instrument.

[Form of certificate to be given in relation to exchanges of this Temporary Global Instrument for the Permanent Global Instrument or Definitive Instruments:]

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**  
**[Aggregate principal amount and title of Instruments]**  
**(the "Securities")**

This is to certify that, based solely on certifications we have received in writing, by tested telex or by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our "**Member Organisations**") substantially to the effect set forth in the Fiscal Agency Agreement and temporary global instrument as of the date hereof, [currency] [amount] principal amount of the above-captioned Securities (a) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States persons**"), (b) is owned by United States persons that (i) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("**financial institutions**") subscribing or purchasing for their own account or for resale, or (ii) acquired the Securities through and are holding through on the date hereof (as such terms "acquired through" and "holding through" are described in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(6)) foreign branches of United States financial institutions (and in either case (i) or (ii), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise SEK or SEK's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in Clause (c) (whether or not also described in Clause (a) or (b)) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

As used herein, "**United States**" means the United States of America (including the States and the District of Columbia); and its "**possessions**" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We further certify (1) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) any portion of the temporary global security excepted in such certifications and (2) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as at the date hereof.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Date: [     ]<sup>6</sup>

[Euroclear Bank SA/NV/Clearstream Banking S.A.]

By: \_\_\_\_\_  
[authorised signature]

<sup>6</sup> To be dated not earlier than the Exchange Date.

[Form of certificate to be given in relation to payments of interest falling due before the Exchange Date:]

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**  
**[Aggregate principal amount and title of Instruments]**  
**(the "Securities")**

This is to certify that, based solely on certifications we have received in writing, by tested telex or by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our "**Member Organisations**") substantially to the effect set forth in the Fiscal Agency Agreement and temporary global instrument as of the date hereof, [*currency*] [*amount*] principal amount of the above-captioned Securities (a) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States persons**"), (b) is owned by United States persons that (i) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("**financial institutions**") subscribing or purchasing for their own account or for resale, or (ii) acquired the Securities through and are holding through on the date hereof (as such terms "acquired through" and "holding through" are described in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(6)) foreign branches of United States financial institutions (and in either case (i) or (ii), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise SEK or SEK's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in Clause (c) (whether or not also described in Clause (a) or (b)) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

[As used herein, "**United States**" means the United States of America (including the States and the District of Columbia); and its "**possessions**" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.]

We further certify (1) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) any portion of the temporary global security excepted in such certifications and (2) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as at the date hereof.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Date: [     ]<sup>7</sup>  
[Euroclear Bank SA/NV/Clearstream Banking S.A.]

By: \_\_\_\_\_  
[*authorised signature*]

<sup>7</sup> To be dated not earlier than the relevant interest payment date.

[Form of account-holder's certification referred to in the preceding certificates:]

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**  
**[Aggregate principal amount and title of Instruments]**  
**(the "Securities")**

This is to certify that as of the date hereof, and except as set forth below, the above-captioned Securities held by you for our account (a) are owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States persons**"), (b) are owned by United States person(s) that (i) are foreign branches of a United States financial institution (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("**financial institutions**") subscribing or purchasing for their own account or for resale, or (ii) acquired the Securities through and are holding through on the date hereof (as such terms "acquired through" and "holding through" are described in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(6)) foreign branches of United States financial institutions (and in either case (i) or (ii), each such United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise SEK or SEK's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and in addition if the owner of the Securities is a United States or foreign financial institution described in Clause (c) (whether or not also described in Clause (a) or (b)) this is further to certify that such financial institution has not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

As used herein, "**United States**" means the United States of America (including the States and the District of Columbia); and its "**possessions**" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly by tested telex on or prior to the date on which you intend to submit your certification relating to the Securities held by you for our account in accordance with your operating procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certification excepts and does not relate to [*currency*] [*amount*] of such interest in the above Securities in respect of which we are not able to certify and as to which we understand exchange and delivery of definitive Securities (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Date: [ ]<sup>8</sup>

[Account Holder] as or as agent for the beneficial owner of the Instruments.

By: \_\_\_\_\_  
[authorised signature]

<sup>8</sup> To be dated not earlier than fifteen days before the Exchange Date or, as the case may be the relevant interest payment date.







**SCHEDULE 2**  
**FORM OF PERMANENT GLOBAL INSTRUMENT**

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>9</sup>

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TERMS OF THE SECURITY AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE GLOBAL INSTRUMENTS OF THE TRANCHE OF WHICH THIS GLOBAL INSTRUMENT FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OR REGULATION S UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT.

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**  
*(incorporated in the Kingdom of Sweden with limited liability)*

**PERMANENT GLOBAL INSTRUMENT**

representing up to  
*[Aggregate principal amount of Series]*  
*[Title of Instruments]*

This Permanent Global Instrument is issued in respect of an issue of *[aggregate principal amount of Series]* in aggregate principal amount of *[title of Instruments]* (the "**Instruments**") by **AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)** ("**SEK**"). The Instruments are described in the [final terms (the "**Final Terms**")/pricing supplement (the "**Pricing Supplement**")/drawdown prospectus (the "**Drawdown Prospectus**") a copy of which is annexed hereto. If a Pricing Supplement or a Drawdown Prospectus is annexed hereto, each reference in this Permanent Global Instrument to "Final Terms" shall be read and construed as a reference to the final terms of the Instruments set out in such Pricing Supplement or Drawdown Prospectus.

SEK for value received promises, all in accordance with the terms and conditions [attached hereto/set out in the base prospectus prepared by SEK and dated 1 April 2022 (as amended, supplemented or replaced) and the final terms prepared in relation to the Instruments and set out in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus]] (the "**Conditions**") to pay to the bearer upon surrender hereof on *[maturity date]* or on such earlier date as the same may become payable in accordance therewith the principal sum of

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<sup>9</sup> Legend to appear on every Instrument with a maturity of more than one year.

[denomination in words and numerals] or such other redemption amount as may be specified therein [and to pay in arrear on the dates specified therein interest on such principal amount at the rate or rates specified therein together with any additional amounts payable in accordance with the Conditions], and in the case of convertible or exchangeable Instruments, to deliver or procure the delivery of any securities requested to be delivered on redemption pursuant to the terms and conditions and the final terms prepared in relation to the Instruments, all subject to the Conditions.

The bearer of this Permanent Global Instrument is entitled to the benefit of the same obligations on the part of SEK as if such bearer were the bearer of the Instruments represented hereby, and all payments under and to the bearer of this Permanent Global Instrument shall be valid and effective to satisfy and discharge the corresponding liabilities of SEK in respect of the Instruments.

Words and expressions defined in the Conditions shall have the same meanings when used in this Permanent Global Instrument except where the context requires otherwise or unless otherwise stated.

If the Final Terms specify that the New Global Instrument form is applicable, this Permanent Global Instrument shall be a "**New Global Instrument**" or "**NGI**" and the principal amount of Instruments represented by this Permanent Global Instrument shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this Global Instrument means the records that each ICSD holds for its customers which reflect the amount of such customers' interests in the Instruments (but excluding any interest in any Instruments of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the principal amount of Instruments represented by this permanent Global Instrument and, for these purposes, a statement issued by an ICSD (which statement shall be made available to the bearer upon request) stating the principal amount of Instruments represented by this Permanent Global Instrument at any time shall be conclusive evidence of the records of the ICSD at that time.

If the Final Terms specify that the New Global Instrument form is not applicable, this Permanent Global Instrument shall be a "**Classic Global Instrument**" or "**CGI**" and the principal amount of Instruments represented by this Global Instrument shall be the amount stated in the Final Terms or, if lower, the principal amount most recently entered by or on behalf of SEK in the relevant column in the Schedule hereto.

This Permanent Global Instrument is exchangeable in whole but not in part for definitive instruments ("**Definitive Instruments**") in substantially the form (subject to completion) set out in Schedule 3 to a fiscal agency agreement dated 1 April 2022, (as amended or supplemented from time to time, the "**Fiscal Agency Agreement**") and made between SEK and Deutsche Bank AG in its capacities as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor to Deutsche Bank AG, in its capacity as such), and certain other financial institutions named therein and/or (if so specified in the [Final Terms/Pricing Supplement/Drawdown Prospectus]) upon the exercise of the relevant option by the bearer hereof by delivering an exchange notice in the form attached hereto to the Fiscal Agent at its Specified Office (a) if Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking S.A. ("**Clearstream, Luxembourg**", together with Euroclear, the international central securities depositories or "**ICSDs**") or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) if any of the circumstances described in Condition 12

(Events of Default) occurs or, (c) if so specified in the [Final Terms/Pricing Supplement/Drawdown Prospectus] (i) at any time or (ii) on the expiry of such period of notice as specified in the Final Terms or Drawdown Prospectus, as the case may be, which shall not be less than forty-five days before the date upon which the exchange for such Definitive Instruments is required.

Whenever this Permanent Global Instrument is to be exchanged for Definitive Instruments, SEK shall procure the prompt delivery (free of charge to the bearer) of such Definitive Instruments, duly authenticated and with Coupons and Talons attached (if so specified in the [Final Terms/Pricing Supplement/Drawdown Prospectus]) in an aggregate principal amount equal to the principal amount of this Permanent Global Instrument to the bearer of this Permanent Global Instrument against the surrender of this Permanent Global Instrument to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If (a) default is made by SEK in the required delivery of such Definitive Instruments and such default is continuing at 6.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of this Permanent Global Instrument for Definitive Instruments or (b) this Permanent Global Instrument (or any part hereof) has become due and payable in accordance with the Conditions or the date for final redemption of this Permanent Global Instrument has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of this Permanent Global Instrument on the due date for payment, then this Permanent Global Instrument will become void at 6.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 6.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer will have no further rights hereunder (but without prejudice to the rights which such bearer or any other persons may have under a deed of covenant dated 1 April 2022 and executed by SEK in respect of the Instruments (as amended, supplemented or replaced, unless otherwise stated in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus]) (the "**Deed of Covenant**"). The Deed of Covenant has been deposited at the Specified Office of the Fiscal Agent and a copy of it may be inspected at the Specified Office of each Paying Agent.

All payments in respect of this Permanent Global Instrument shall (i) in the case that this Permanent Global Instrument is a CGI Permanent Global Instrument, be made against presentation and (in the case of payment of principal of the Instruments in full with all interest accrued on the Instruments) surrender of this Permanent Global Instrument at the Specified Office of any Paying Agent; and (ii) in the case that this Permanent Global Instrument is an NGI Permanent Global Instrument be made upon receipt by the relevant Paying Agent of confirmation from the ICSDs (in accordance with the provisions of the Agency Agreement) that the records of the Fiscal Agent as to amounts payable on a relevant payment date and the records of the ICSDs as to amounts payable on a relevant date are identical.

#### **Recording of Payments**

Upon any payment being made in respect of the Instruments represented by this Permanent Global Instrument, SEK shall procure that:

- (a) *CGI*: if the Final Terms specify that the New Global Instrument form is not applicable, details of such payment shall be entered in the Schedule (*Payments, further exchanges of the Temporary Global Instrument, Delivery of Definitive Instruments, Exercise of Options and Cancellation of Instruments*) hereto and, in the case of any payment of

principal, the principal amount of the Instrument represented by this Permanent Global Instrument shall be reduced by the principal amount so paid; and

- (b) *NGI*: if the Final Terms specify that the New Global Instrument form is applicable, details of such payment shall be entered *pro rata* in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Instruments entered in the records of ICSDs and represented by this Permanent Global Instrument shall be reduced by the principal amount so paid.

#### **Discharge of Issuer's obligations**

In relation to payments made in respect of this Permanent Global Instrument, so long as this Permanent Global Instrument is held on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, the definition of "Business Day" in Condition 1.1 (*Interpretation – Definitions*) shall be amended so as to disapply paragraphs (A)(i)(b) and (A)(ii)(b) of that definition. Payments due in respect of Instruments for the time being represented by this Permanent Global Instrument shall be made to the bearer of this Permanent Global Instrument and each payment so made will discharge SEK's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

On any occasion on which a payment of principal or redemption amount is made in respect of this Permanent Global Instrument or on which this Permanent Global Instrument is exchanged for Definitive Instruments as aforesaid or on which any Instruments represented by this Permanent Global Instrument are to be cancelled, SEK shall procure that:

- (a) if the Final Terms specify that the New Global Instrument form is not applicable, (i) the principal amount of such payment and the aggregate principal amount of such Instruments and (ii) the remaining principal amount of Instruments represented by this Temporary Global Instrument (which shall be the previous principal amount of Instruments represented by this Temporary Global Instrument less the aggregate of the amounts referred to in (i)) are entered in the Schedule hereto, whereupon the principal amount of Instruments represented by this Permanent Global Instrument shall for all purposes be as most recently so entered; and
- (b) if the Final Terms specify that the New Global Instrument form is applicable, details of the exchange or cancellation shall be entered *pro rata* in the records of the ICSDs.

In order to exercise the option contained in Condition 11.5 (*Redemption at the option of the Holders*), the holder of this Permanent Global Instrument must, within the period specified in the Conditions for the deposit of the relevant Instrument and put notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Instruments in respect of which such option is being exercised. Any such notice shall be irrevocable and may not be withdrawn.

In connection with an exercise of the option contained in Condition 11.3 (*Redemption at the option of SEK*) in relation to some only of the Instruments, this Permanent Global Instrument may be redeemed in part in the principal amount specified by SEK in accordance with the Conditions and the Instruments to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount at their discretion).

On each occasion on which an option is exercised in respect of any Instruments represented by this Permanent Global Instrument, SEK shall procure that the appropriate notations are made on the Schedule hereto.

#### **Initial Exchange**

If this Permanent Global Instrument was originally issued in exchange for part only of a Temporary Global Instrument representing the Instruments, then all references in this Permanent Global Instrument to the principal amount of Instruments represented by this Permanent Global Instrument shall be construed as references to the principal amount of Instruments represented by the part of the Temporary Global Instrument in exchange for which this Global Instrument was originally issued which SEK shall procure:

- (a) *CGI*: if the Final Terms specify that the New Global Instrument form is not applicable, is entered in the Schedule hereto, whereupon the principal amount of Instruments represented by this Permanent Global Instrument shall for all purposes be as most recently so entered; and
- (b) *NGI*: if the Final Terms specify that the New Global Instrument form is applicable, is entered by the ICSDs in their records.

#### **Subsequent Exchange**

If at any subsequent time any further portion of such Temporary Global Instrument is exchanged for an interest in this Permanent Global Instrument, the principal amount of Instruments represented by this Global Instrument shall be increased by the amount of such further portion, and SEK shall procure that the principal amount of Instruments represented by this Permanent Global Instrument (which shall be the previous principal amount of Instruments represented by this Permanent Global Instrument plus the amount of such further portion) is:

- (a) *CGI*: if the Final Terms specify that the New Global Instrument form is not applicable, entered in the Schedule hereto, whereupon the principal amount of this Global Instrument shall for all purposes be as most recently so entered; and
- (b) *NGI*: if the Final Terms specify that the New Global Instrument form is applicable, entered by the ICSDs in their records.

Notwithstanding Condition 20 (*Notices*), while all the Instruments are represented by this Permanent Global Instrument (or by this Permanent Global Instrument and a temporary global instrument) and this Permanent Global Instrument is (or this Permanent Global Instrument and the temporary global instrument are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a Common Safe-keeper (which expression has the meaning given in the Agency Agreement), notices to Holders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Holders in accordance with Condition 20 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system[; *provided, however, that*, so long as the Instruments are admitted to trading on the regulated market of the Luxembourg Stock Exchange and its rules

so require, notices will also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu)<sup>10</sup>].

This Permanent Global Instrument and all non-contractual obligations arising out of or in connection with it are governed by English law.

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising from or connected with this Permanent Global Instrument (including a dispute relating to any non-contractual obligations arising from or in connection with this Permanent Global Instrument or a dispute regarding the existence, validity or termination of this Permanent Global Instrument) or the consequences of its nullity. The above jurisdiction provision is for the benefit of the bearer only. As a result, nothing in this Permanent Global Instrument prevents the bearer from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the bearer may take concurrent Proceedings in any number of jurisdictions. SEK agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary. SEK agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to The Trade Commissioner for the time being at Business Sweden - The Swedish Trade and Invest Council, 5 Upper Montagu Street, London, W1H 2AG (or its other address in England from time to time). If the appointment of the person mentioned in this paragraph ceases to be effective, SEK shall forthwith appoint a further person in England to accept service of process on its behalf in England and notify the name and address of such person to the Fiscal Agent. Nothing contained herein shall affect the right to serve process in any other manner permitted by law. This applies to Proceedings in England and to Proceedings elsewhere.

This Permanent Global Instrument shall not be valid for any purpose until authenticated for and on behalf of Deutsche Bank AG, London Branch as fiscal agent.

If the Final Terms specify that the New Global Instrument is applicable, this Permanent Global Instrument shall not be valid for any purpose until it has been effectuated for and on behalf of the Common Safe-keeper appointed as common safe-keeper by the ICSDs.

**AS WITNESS** the signature of a duly authorised officer on behalf of SEK.

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**

By: \_\_\_\_\_  
[signature]  
(duly authorised)

By: \_\_\_\_\_  
[signature]  
(duly authorised)

**ISSUED** in London on [ ] 20[ ]

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<sup>10</sup> Include where the Instruments are admitted to trading on the regulated market of the Luxembourg Stock Exchange.



**AUTHENTICATED** for and on behalf of  
**DEUTSCHE BANK AG, LONDON BRANCH**  
as fiscal agent without recourse, warranty  
or liability

By: \_\_\_\_\_  
[signature]  
(duly authorised)

**EFFECTUATED** for and on behalf of  
**(Common Safe-keeper)** as common safe-keeper without  
recourse, warranty or liability

By: \_\_\_\_\_  
[signature]  
(duly authorised)

THE SCHEDULE<sup>11</sup>

**Payments, further exchanges of the Temporary Global Instrument,  
Delivery of Definitive Instruments, Exercise of Options  
and Cancellation of Instruments**

Date of payment, delivery, further exchanges of Temporary Global Instrument, exercise of option (and date upon which exercise is effective) or cancellation	Amount of interest then paid	Amount of principal [or in respect of which redemption amount] then paid	Aggregate principal amount of Definitive Instruments then delivered	Aggregate principal amount of Instruments then cancelled	Aggregate principal amount in respect of which option is exercised	Remaining principal amount of this Permanent Global Instrument	Authorised signature

<sup>11</sup> The Schedule should only be completed where the applicable Final Terms indicates that this Permanent Global Instrument is not intended to be a New Global Instrument.

## EXCHANGE NOTICE

[•], being the bearer of this Global Instrument at the time of its deposit with the Fiscal Agent at its specified office for the purposes of the Instruments, hereby exercises the option to have this Global Instrument exchanged in whole for Instruments in definitive/registered form and directs that [such Instruments in definitive form be made available for collection by it from the Fiscal Agent's Specified Office/and that/Certificates representing such Instruments in registered form be made available for collection at the Specified Office of the relevant Registrar/be mailed to the (respective) address(es) of the registered holder(s) as set forth below.]<sup>12</sup>

Details for insertion in registrar in respect of Registered Instruments:

Name(s) and address(es) of registered holder(s) [•]

By: \_\_\_\_\_  
(*duly authorised*)

\_\_\_\_\_  
<sup>12</sup> Delete and complete, as appropriate.





SCHEDULE 3

PART I  
FORM OF DEFINITIVE INSTRUMENT ("AIBD" FORMAT)

[On the face of the Instrument:]

[<9999999+AXXXXXXXXXXX9+XX+999999>]

[currency][Denomination]

[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.]<sup>13</sup>

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**  
(*incorporated in the Kingdom of Sweden with limited liability*)

*[Aggregate principal amount of Series]  
[Title of Instruments]*

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)** ("SEK") for value received promises, all in accordance with the terms and conditions (the "**Terms and Conditions**") [endorsed hereon/attached hereto] [and the final terms referred to therein and prepared by SEK in relation to the Instruments and set out in the [Final Terms/Pricing Supplement/Drawdown Prospectus] dated [•]] to pay to the bearer upon surrender hereof on *[maturity date]* or on such earlier date as the same may become payable in accordance therewith the principal amount of:

*[denomination in words and numerals]*

or such other redemption amount as may be specified therein [and to pay in arrear on the dates specified therein interest on such principal amount at the rate or rates specified therein], and in the case of convertible or exchangeable Instruments, to deliver or procure the delivery of any securities requested to be delivered on redemption pursuant to the terms and conditions and the final terms prepared in relation to the Instruments.

Words and expressions defined in the Terms and Conditions shall have the same meanings when used on the face of this Instrument.

This Instrument is issued pursuant to a Fiscal Agency Agreement dated 1 April 2022 (as supplemented, amended or replaced, the "**Fiscal Agency Agreement**") and made between SEK and Deutsche Bank AG in its capacity as fiscal agent (the "**Fiscal Agent**" which expression shall include any successor to Deutsche Bank AG, London Branch in its capacity as such), and certain other financial institutions named therein.

This Instrument and all non-contractual obligations arising out of or in connection with it are governed by English law.

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<sup>13</sup> Legend to appear on every Instrument with a maturity of more than one year.

[This [title of Instrument] shall not/Neither this [title of Instrument] nor any of the interest coupons [talons] appertaining hereto shall] be valid for any purpose until this [title of Instrument] has been authenticated for and on behalf of Deutsche Bank AG as fiscal agent.

AS WITNESS the facsimile signature of a duly authorised officer on behalf of SEK.

AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)

By: \_\_\_\_\_  
[facsimile signature]  
(duly authorised)

By: \_\_\_\_\_  
[facsimile signature]  
(duly authorised)

ISSUED in London on [    ] 20[    ]

AUTHENTICATED for and on behalf of  
**DEUTSCHE BANK AG, LONDON BRANCH**  
as fiscal agent without recourse, warranty  
or liability

By: \_\_\_\_\_  
[signature]  
(duly authorised)

[On the reverse of the Instruments:]

**TERMS AND CONDITIONS**

[As contemplated in the Base Prospectus and as [completed/amended] by the relevant final terms set out in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus]]

[At the foot of the Terms and Conditions:]

**FISCAL AGENT**

**Deutsche Bank AG, London Branch**

Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**PAYING AGENT**

**Deutsche Bank AG, London Branch**

Winchester House  
1 Great Winchester Street  
London EC2N 2DB



**PART II  
FORMS OF COUPONS**

[Attached to the Instruments (interest-bearing, fixed rate or fixed coupon and having Coupons):]

[on the front of each Coupon:]

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**

***[Amount and title of Instruments]***

Coupon for [ ] due on [ ]

Such amount is payable (subject to the terms and conditions [endorsed on/attached to the ***[title of Instrument]***] to which this Coupon appertains [and the final terms referred to therein and set out in the [Final Terms/Pricing Supplement/Drawdown Prospectus] dated [•]], which shall be binding on the holder of this Coupon whether or not it is for the time being attached to such ***[title of Instrument]***) against surrender of this Coupon at the Specified Office of the Fiscal Agent or any of the Paying Agents set out on the reverse hereof (or any other or further paying agents and/or specified offices from time to time designated for the purpose by notice duly given in accordance with such terms and conditions).

[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.]<sup>14</sup>

[<99+9999999+AAXXXXXXXXXX9+XX+999999>]

[Attached to the Instrument (interest-bearing, floating rate or variable coupon and having Coupons):]

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**

***[Amount and title of Instruments]***

Coupon for the amount of interest due on [ ]

Such amount is payable (subject to the terms and conditions [endorsed on/attached] the ***[title of Instrument]***) to which this Coupon appertains [and the final terms referred to therein and set out in the [Final Terms/Pricing Supplement/Drawdown Prospectus] dated [•]], which shall be binding on the holder of this Coupon whether or not it is for the time being attached to such ***[title of Instrument]***) against surrender of this Coupon at the Specified Office of the Fiscal Agent or any of the Paying Agents set out on the reverse hereof (or any other or further paying agents and/or specified offices from time to time designated for the purpose by notice duly given in accordance with such terms and conditions).

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<sup>14</sup> Legend to appear on every Coupon relating to an Instrument with a maturity of more than one year.

The Instrument to which this Coupon appertains may, in certain circumstances specified in such terms and conditions, fall due for redemption before the due date in relation to this Coupon. In such event, this Coupon will become void and no payment will be made in respect hereof.

[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.]<sup>15</sup>

[<99+9999999+AAXXXXXXXXXX9+XX+999999>]

[On the reverse of each Coupon:]

**FISCAL AGENT:** Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB.

**PAYING AGENT:** Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB.

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<sup>15</sup> Legend to appear on every Coupon relating to an Instrument with a maturity of more than one year.

PART III  
FORM OF TALON

AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)

[Amount and title of Instruments]

Series No: [   ]

Serial Number of Instruments: [   ]

Tranche No: [   ]

*Talon for further Coupons*

[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.]<sup>16</sup>

After all the Coupons appertaining to the Instrument to which this Talon appertains have matured, further Coupons [(including, where appropriate, a Talon for further Coupons)] will be issued at the Specified Office of the Fiscal Agent or any of the Paying Agents set out in the reverse hereof (or any other or further paying agents and/or specified offices from time to time designated by notice duly given in accordance with the Terms and Conditions applicable to the Instrument to which this Talon appertains (which shall be binding on the Holder of this Talon whether or not it is for the time being attached to such Instrument)) upon production and surrender of this Talon upon and subject to such Terms and Conditions.

Under the said Terms and Conditions, such Instrument may, in certain circumstances, fall due for redemption before the original due date for exchange of this Talon and in any such event this Talon shall become void and no exchange shall be made in respect hereof.

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<sup>16</sup> Legend to appear on every Talon relating to an Instrument with a maturity of more than one year.

[On the reverse of each Talon:]

**FISCAL  
AGENT:**

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**PAYING  
AGENT:**

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**SCHEDULE 4**  
**FORM OF GLOBAL INTERNATIONAL INSTRUMENT CERTIFICATE**

Series Number: [•]  
Tranche Number: [•]

ISIN: [•]  
Common Code: [•]

THE INSTRUMENTS REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR ANY SECURITIES LAW OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE INSTRUMENTS REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF SEK THAT THE INSTRUMENTS REPRESENTED HEREBY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO THE ACCOUNT OR BENEFIT OF ANY U.S. PERSON.

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**

**(Swedish Export Credit Corporation)**

*(Incorporated in the Kingdom of Sweden with limited liability)*

**Unlimited Programme for the Continuous Issuance of Debt Instruments**

*[Currency] [Amount]*  
*[Title of Instruments]*  
(the "**Instruments**")

**GLOBAL INTERNATIONAL INSTRUMENT CERTIFICATE**

**1. Introduction**

**1.1 The Instruments**

This Global International Instrument Certificate is issued in respect of the instruments (the "**Instruments**") of Aktiebolaget Svensk Exportkredit (publ) (the "**SEK**") described in the [final terms (the "**Final Terms**")/pricing supplement (the "**Pricing Supplement**")/drawdown prospectus ("**Drawdown Prospectus**")] a copy of which is annexed hereto. The Instruments are constituted by a deed of covenant dated 1 April 2022 (as amended or supplemented from time to time, the "**Deed of Covenant**") and are the subject of a fiscal agency agreement dated 1 April 2022 (as amended or supplemented from time to time, the "**Fiscal Agency Agreement**") and made between SEK, Deutsche Bank Luxembourg S.A. as international registrar (the "**International Registrar**", which expression includes any successor International Registrar appointed from time to time in connection with the Instruments), Deutsche Bank Trust Company Americas as DTC Registrar, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein. If a Pricing Supplement or a Drawdown Prospectus is annexed hereto, each reference in this Global International Instrument Certificate to "**Final Terms**" shall be read and construed as a reference to the final terms of the Instruments set out in such Pricing Supplement or Drawdown Prospectus, unless the context requires otherwise.

1.2 **Construction**

All references in this Global International Instrument Certificate to an agreement, instrument or other document (including the Fiscal Agency Agreement and the Deed of Covenant) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time **provided that**, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Global International Instrument Certificate.

1.3 **References to Conditions**

Any reference herein to the "**Conditions**" is to the terms and conditions of the Instruments attached hereto, as completed, supplemented, amended and/or replaced by the Final Terms, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Global International Instrument Certificate.

2. **Registered Holder**

This is to certify that:

BT Globenet Nominees Ltd

is the person registered in the register maintained by the International Registrar in relation to the Instruments (the "**Register**") as the duly registered holder (the "**Holder**") of an aggregate principal amount of Instruments equal to the Aggregate Nominal Amount specified in the Final Terms or (if the Aggregate Nominal Amount in respect of the Series specified in the Final Terms is different from the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms) the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms.

3. **Promise to Pay**

SEK, for value received, hereby promises to repay the Instruments in accordance with the Conditions to the Holder on such date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions. The principal amount of this Global International Instrument Certificate is such principal sum as is noted in the records of the International Registrar.

4. **Exchange for Individual International Instrument Certificates**

This Global International Instrument Certificate will be exchanged in whole (but not in part) for duly authenticated and completed Individual International Instrument Certificates ("**Individual International Instrument Certificates**") in substantially the form (subject to completion) set out in Schedule 5 (*Form of Individual International Instrument Certificate*) to the Fiscal Agency Agreement:

- 4.1 on the expiry of such period of notice as may be specified in the Final Terms; or
- 4.2 at any time, if so specified in the Final Terms; or
- 4.3 if the relevant Final Terms specifies "in the limited circumstances described in the Global International Instrument Certificate", then
  - (a) *Closure of clearing systems*: Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
  - (b) *Event of Default*: any of the circumstances described in Condition 12 (*Events of Default*) occurs.

Such exchange shall be effected in accordance with paragraph 6 (*Delivery of Individual International Instrument Certificates*) below. SEK shall notify the Holder of the occurrence of any of the events specified in paragraphs 4.1, 4.2 and 4.3 above as soon as practicable thereafter.

5. **Failure to Deliver Individual International Instrument Certificates or to pay**

If

- 5.1 *Failure to deliver Individual International Instrument Certificates*: Individual International Instrument Certificates have not been issued and delivered by 6.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with paragraph 6 (*Delivery of Individual International Instrument Certificates*) below; or
- 5.2 *Payment default*: any of the Instruments evidenced by this Global International Instrument Certificate has become due and payable in accordance with the Conditions or the date for final redemption of this Global International Instrument Certificate has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the Holder on the due date for payment in accordance with the terms of this Global International Instrument Certificate,

then this Global International Instrument Certificate (including the obligation to deliver Individual International Instrument Certificate) will become void at 6.00 pm (London time) on such thirtieth day (in the case of paragraph 5.1 above) or at 6.00 pm (London time) on such due date (in the case of paragraph 5.2 above) and the Holder will have no further rights hereunder, but without prejudice to the rights which the Holder or others may have under the Deed of Covenant.

6. **Delivery of Individual International Certificates**

Whenever this Global International Instrument Certificate is to be exchanged for Individual International Instrument Certificates, SEK shall procure that Individual International Instrument Certificates will be issued in an aggregate principal amount equal to the principal amount of this Global International Instrument Certificate within five business days of the delivery, by or on behalf of the Holder, Euroclear and/or

Clearstream, Luxembourg, to the International Registrar of such information as is required to complete and deliver such Individual International Instrument Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual International Instrument Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Global International Instrument Certificate at the Specified Office (as defined in the Fiscal Agency Agreement) of the International Registrar. Such exchange will be effected in accordance with the provisions of the Fiscal Agency Agreement and the regulations concerning the transfer and registration of Instruments scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the International Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the International Registrar has its Specified Office.

7. **Conditions Apply**

Save as otherwise provided herein, the Holder of this Global International Instrument Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Global International Instrument Certificate, any reference in the Conditions to "**Instrument Certificate**" or "**Instrument Certificates**" shall, except where the context otherwise requires, be construed so as to include this Global International Instrument Certificate.

8. **Payments and Payment Record Date**

8.1.1 In relation to payments made in respect of this Global International Instrument Certificate, so long as this Global International Instrument Certificate is held on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, the definition of "Business Day" in Condition 1.1 (Interpretation – Definitions) shall be amended so as to disapply paragraphs (A)(i)(b) and (A)(ii)(b) of that definition.

8.1.2 Each payment made in respect of this Global International Instrument Certificate will be made to the persons shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "Record Date") where "Clearing System Business Day" means a day on which each clearing system for which this Global International Instrument Certificate is being held is open for business. Each payment so made will discharge SEK's obligations in respect of Instruments represented by this Global International Instrument Certificate.

9. **Exercise of Put Option**

In order to exercise the option contained in Condition 11.5 (*Redemption at the option of Holders*) (the "**Put Option**"), the Holder must, within the period specified in the Conditions for the deposit of the relevant Instrument Certificate and put notice, give written notice of such exercise to the International Registrar specifying the principal amount of Instruments in respect of which the Put Option is being exercised. Any such notice shall be irrevocable and may not be withdrawn.



10. **Exercise of Call Option**

In connection with an exercise of the option contained in Condition 11.3 (*Redemption at the option of SEK*) in relation to some only of the Instruments, the Instruments represented by this Global International Instrument Certificate may be redeemed in part in the principal amount specified by SEK in accordance with the Conditions and the Instruments to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount at their discretion).

11. **Notices**

Notwithstanding Condition 20 (*Notices*), so long as this Global International Instrument Certificate is held on behalf of Euroclear and/or Clearstream, Luxembourg or any other clearing system (an "**Alternative Clearing System**"), notices to Holders of Instruments represented by this Global International Instrument Certificate may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg or (as the case may be) such Alternative Clearing System and, in any case, such notices shall be deemed to have been given to the Holders in accordance with Condition 20 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or such Alternative Clearing System[; *provided, however*, for so long as such Instruments are admitted to trading on the regulated market of the Luxembourg Stock Exchange and its rules so require, notices will also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu))]<sup>17</sup>.

12. **Legends**

The statements set out in the legends above are an integral part of this Global Instrument International Certificate and, by acceptance hereof, each Holder of this Global International Instrument Certificate agrees to be subject to and bound by such legends.

13. **Determination of Entitlement**

This Global International Instrument Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Global International Instrument Certificate.

14. **Authentication**

This Global International Instrument Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank Luxembourg S.A. as International Registrar.

15. **Governing Law**

This Global International Instrument Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

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<sup>17</sup> Include where the Instruments are admitted to trading on the regulated market of the Luxembourg Stock Exchange.

AS WITNESS the signature of a duly authorised person for and on behalf of SEK.

AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)

By: \_\_\_\_\_  
[signature]  
(duly authorised)

By: \_\_\_\_\_  
[signature]  
(duly authorised)

ISSUED on \_\_\_\_\_

AUTHENTICATED for and on behalf of  
DEUTSCHE BANK LUXEMBOURG S.A.  
as International Registrar without recourse, warranty  
or liability

By: \_\_\_\_\_  
[signature]  
(duly authorised)

## FORM OF TRANSFER

**FOR VALUE RECEIVED** ....., being the registered holder of this Global International Instrument Certificate, hereby transfers to.....of.....  
in principal amount of [Currency] [Amount] [Title] (the "**Instruments**") of Aktiebolaget Svensk Exportkredit (publ) ("**SEK**") and irrevocably requests and authorises Deutsche Bank Luxembourg S.A., in its capacity as International Registrar in relation to the Instruments (or any successor to Deutsche Bank Luxembourg S.A., in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: .....

By: .....  
(*duly authorised*)

### Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global International Instrument Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the International Registrar may require.
- (c) Any transfer of Instruments shall be in an amount equal to the minimum denomination as may be specified in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus] or an integral multiple thereof.





**SCHEDULE 5**  
**FORM OF INDIVIDUAL INTERNATIONAL INSTRUMENT CERTIFICATE**

Series Number: [•]  
Tranche Number: [•]

ISIN: [•]  
Common Code: [•]

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**

**(Swedish Export Credit Corporation)**

*(Incorporated in the Kingdom of Sweden with limited liability)*

**Unlimited Programme for the Continuous Issuance of Debt Instruments**

[Currency] [Amount]  
[Title of Instruments]  
(the "**Instruments**")

This Individual International Instrument Certificate is issued in respect of a series of instruments (the "**Instruments**") of Aktiebolaget Svensk Exportkredit (publ) (the "**Issuer**") described in the [final terms (the "**Final Terms**")/pricing supplement (the "**Pricing Supplement**")/drawdown prospectus (the "**Drawdown Prospectus**")]. A copy of the relevant particulars of which is attached to this Instrument. The Instruments are constituted by a deed of covenant dated 1 April 2022 (as amended or supplemented from time to time, the "**Deed of Covenant**") and are the subject of a fiscal agency agreement dated 1 April 2022 (as amended or supplemented from time to time, the "**Fiscal Agency Agreement**") and made between SEK, Deutsche Bank Luxembourg S.A. as international registrar (the "**International Registrar**", which expression includes any successor International Registrar appointed from time to time in connection with the Instruments), Deutsche Bank Trust Company Americas as DTC Registrar, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein. If a Pricing Supplement or a Drawdown Prospectus is annexed hereto, each reference in this Global International Instrument Certificate to "**Final Terms**" shall be read and construed as a reference to the final terms of the Instruments set out in such Pricing Supplement or Drawdown Prospectus, unless the context requires otherwise.

Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Instruments endorsed on this Instrument, as completed, supplemented, amended and/or replaced by the Final Terms, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Individual International Instrument Certificate.

This is to certify that:

.....  
of.....  
.....

is the person registered in the register maintained by the International Registrar in relation to the Instruments (the "**Register**") as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the "**Holder**") of:

[*Currency*].....  
(.....[*Currency in word*])

in aggregate principal amount of the Instruments.

SEK, for value received, hereby promises to repay the Instruments in accordance with the Conditions to the Holders on such date or dates as the same may become payable in accordance with the Conditions, and to pay interest and such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Individual International Instrument Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Individual International Instrument Certificate.

This Individual International Instrument Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank Luxembourg S.A. as International Registrar.

This Individual International Instrument Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the signature of a duly authorised person for and on behalf of SEK.

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**

By: \_\_\_\_\_ By: \_\_\_\_\_

[*signature*]  
(*duly authorised*)

[*signature*]  
(*duly authorised*)

**ISSUED** on \_\_\_\_\_

**AUTHENTICATED** for and on behalf of  
**DEUTSCHE BANK LUXEMBOURG S.A.**  
as International Registrar without recourse, warranty  
or liability

By: \_\_\_\_\_

[*signature*]  
(*duly authorised*)

#### **FORM OF TRANSFER**

**FOR VALUE RECEIVED** ....., being the registered holder of this Individual International Instrument Certificate, hereby transfers to..... of..... in principal amount of [Currency] [Amount] [Title] (the "**Instruments**") of Aktiebolaget Svensk Exportkredit (publ) ("**SEK**") and irrevocably requests and authorises Deutsche Bank Luxembourg S.A., in its capacity as International Registrar in relation to the Instruments (or any successor to Deutsche Bank Luxembourg S.A., in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: .....

By: .....  
(duly authorised)

**Notes**

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Individual International Instrument Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, *e.g.* executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the International Registrar may require.
- (c) Any transfer of Instruments shall be in an amount equal to the minimum denomination as may be specified in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus] or an integral multiple thereof.



*[Attached to each Instrument Certificate:]*

*[Final Terms/Pricing Supplement/Drawdown Prospectus]*

*[Terms and Conditions as set out in the Base Prospectus]*

*[At the foot of the Terms and Conditions:]*

**FISCAL AGENT and PAYING AGENT**

**Deutsche Bank AG, London Branch**

Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**INTERNATIONAL REGISTRAR**

**Deutsche Bank Luxembourg S.A.**

2 Boulevard Konrad Adenauer  
L-1115 Luxembourg

**SCHEDULE 6**  
**FORM OF UNRESTRICTED GLOBAL INSTRUMENT CERTIFICATE**

Series Number: [•]  
Tranche Number: [•]

ISIN: [•]  
Common Code: [•]  
CUSIP Number: [•]

THE INSTRUMENTS REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE INSTRUMENTS REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF SEK THAT THE INSTRUMENTS REPRESENTED HEREBY MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (1) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR A PERSON PURCHASING FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR (4) TO SEK. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR RESALES OF THIS INSTRUMENT.

UNLESS OTHERWISE STATED IN THE RELEVANT FINAL TERMS, PRICING SUPPLEMENT OR DRAWDOWN PROSPECTUS, BY ITS ACQUISITION AND HOLDING OF THE INSTRUMENTS, EACH HOLDER OF THE INSTRUMENTS WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT (I) IT IS NOT AND IS NOT DEEMED FOR PURPOSES OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"). TO BE (A) AN "**EMPLOYEE BENEFIT PLAN**" WITHIN THE MEANING OF SECTION 3(3) OF ERISA THAT IS SUBJECT TO PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (B) A "**PLAN**" WITHIN THE MEANING OF AND SUBJECT TO SECTION 4975 OF THE CODE, OR (C) ANY PERSON OR ENTITY WHOSE UNDERLYING ASSETS CONSTITUTE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO CONSTITUTE, "**PLAN ASSETS**" OF SUCH EMPLOYEE BENEFIT PLAN OR PLAN WITHIN THE MEANING OF THE U.S. DEPARTMENT OF LABOR REGULATION AT 29 C.F.R. § 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, BY REASON OF THE EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT OR OTHERWISE

FOR PURPOSES OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE (ANY OF THE FOREGOING, A "**BENEFIT PLAN INVESTOR**"), AND (II) IF AT ANY TIME THE PURCHASER OR TRANSFEREE WILL BE AN EMPLOYEE BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR AND THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAW THAT IS SUBSTANTIALLY SIMILAR TO TITLE I OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), THE PURCHASE AND HOLDING OF THE INSTRUMENTS DO NOT AND WILL NOT VIOLATE ANY SIMILAR LAW. ANY PURPORTED TRANSFER OF THIS INSTRUMENT THAT DOES NOT COMPLY WITH THESE REQUIREMENTS SHALL BE NULL AND VOID *AB INITIO*.

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**

**(Swedish Export Credit Corporation)**

*(Incorporated in the Kingdom of Sweden with limited liability)*

**Unlimited Programme for the Continuous Issuance of Debt Instruments**

[Currency] [Amount]

[Title of Instruments]

(the "**Instruments**")

**UNRESTRICTED GLOBAL INSTRUMENT CERTIFICATE**

**1. Introduction**

This Unrestricted Global Instrument Certificate is issued in respect of the instruments (the "**Instruments**") of Aktiebolaget Svensk Exportkredit (publ) ("**SEK**") described in [the final terms (the "**Final Terms**")/pricing supplement (the "**Pricing Supplement**")/drawdown prospectus ("**Drawdown Prospectus**")] a copy of which is annexed hereto. The Instruments are constituted by a deed of covenant dated 1 April 2022 (as amended or supplemented from time to time, the "**Deed of Covenant**") and are the subject of a fiscal agency agreement dated 1 April 2022 (as amended or supplemented from time to time, the "**Fiscal Agency Agreement**") and made between SEK, Deutsche Bank Trust Company Americas as DTC Registrar (the "**DTC Registrar**", which expression includes any successor DTC Registrar appointed from time to time in connection with the Instruments), Deutsche Bank Luxembourg S.A. as transfer agent, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein. If a Pricing Supplement or a Drawdown Prospectus is annexed hereto, each reference in this Unrestricted Global Instrument Certificate to "**Final Terms**" shall be read and construed as a reference to the final terms of the Instruments set out in such Pricing Supplement or Drawdown Prospectus, unless the context requires otherwise.

**2. References to Conditions**

Any reference herein to the "**Conditions**" is to the terms and conditions of the Instruments attached hereto, as completed or supplemented, amended and/or replaced by the Final Terms and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the

Conditions shall have the same meanings when used in this Unrestricted Global Instrument Certificate.

3. **Registered holder**

This is to certify that:

**CEDE & CO.**

is the person registered in the register maintained by the DTC Registrar in relation to the Instruments (the "**Register**") as the duly registered holder (the "**Holder**") of an aggregate principal amount of Instruments equal to the Aggregate Nominal Amount specified in the Final Terms or (if the Aggregate Nominal Amount in respect of the Series specified in the Final Terms is different from the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms) the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms.

4. **Promise to pay**

SEK, for value received, hereby promises to repay the Instruments in accordance with the Conditions to the Holder on such date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions. The principal amount of this Unrestricted Global Instrument Certificate is such principal sum as is noted in the records of the custodian for The Depository Trust Company (the "**DTC Custodian**" and "**DTC**", respectively).

5. **Transfers in whole**

Transfers of this Unrestricted Global Instrument Certificate shall be limited to transfers in whole, but not in part, to nominees of DTC or to a successor of DTC or to such successor's nominee.

6. **Exchange for Unrestricted Individual Instrument Certificates**

This Unrestricted Global Instrument Certificate will be exchanged in whole (but not in part) for duly authenticated and completed individual instrument certificates ("**Unrestricted Individual Instrument Certificates**") in substantially the form (subject to completion) set out in Schedule 8 (*Form of Unrestricted Individual Instrument Certificate*) to the Fiscal Agency Agreement:

- (a) on the expiry of such period of notice as may be specified in the Final Terms; or
- (b) at any time, if so specified in the Final Terms; or
- (c) if the relevant Final Terms specifies "in the limited circumstances described in the Global Instrument Certificate", then:
  - (i) in the case of any Global Instrument Certificate held by or on behalf of DTC, if DTC notifies SEK that it is no longer willing or able to discharge

properly its responsibilities as depositary with respect to this Unrestricted Global Instrument Certificate or DTC ceases to be a clearing agency (as defined in the United States Securities Exchange Act of 1934), or if at any time DTC is no longer eligible to act as such, and SEK is (in the case of DTC ceasing to be a depositary) unable to locate a qualified successor within 90 days of receiving notice or becoming aware of such ineligibility on the part of DTC; or

- (ii) in the case of any Unrestricted Global Instrument Certificate, if Euroclear Bank SA/NV ("**Euroclear**"), Clearstream Banking S.A. ("**Clearstream, Luxembourg**") or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
- (iii) in any case, if any of the circumstances described in Condition 12 (*Events of Default*) occurs.

Such exchange shall be effected in accordance with paragraph 8 (*Delivery of Unrestricted Individual Instrument Certificates*) below. SEK shall notify the Holder of the occurrence of any of the events specified in paragraphs (a), (b) and (c) above as soon as practicable thereafter.

7. **Failure to deliver Unrestricted Individual Instrument Certificates or to pay**

If:

- (a) Unrestricted Individual Instrument Certificates have not been issued and delivered by 6.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with paragraph 8 (*Delivery of Unrestricted Individual Instrument Certificates*) below; or
- (b) any of the Instruments evidenced by this Unrestricted Global Instrument Certificate has become due and payable in accordance with the Conditions or the date for final redemption of this Unrestricted Global Instrument Certificate has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the Holder on the due date for payment in accordance with the terms of this Unrestricted Global Instrument Certificate,

then this Unrestricted Global Instrument Certificate (including the obligation to deliver Unrestricted Individual Instrument Certificates) will become void at 6.00 pm (London time) on such thirtieth day (in the case of paragraph (a) above) or at 6.00 pm (London time) on such due date (in the case of paragraph (b) above) and the Holder will have no further rights hereunder, but without prejudice to the rights which the Holder or others may have under the Deed of Covenant.

8. **Delivery of Unrestricted Individual Instrument Certificates**

Whenever this Unrestricted Global Instrument Certificate is to be exchanged for Unrestricted Individual Instrument Certificates, SEK shall procure that Unrestricted

Individual Instrument Certificates will be issued in an aggregate principal amount equal to the principal amount of this Unrestricted Global Instrument Certificate within five business days of the delivery, by or on behalf of the Holder, DTC, Euroclear and/or Clearstream, Luxembourg, to the DTC Registrar of such information as is required to complete and deliver such Unrestricted Individual Instrument Certificates (including, without limitation, the names and addresses of the persons in whose names the Unrestricted Individual Instrument Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Unrestricted Global Instrument Certificate at the Specified Office (as defined in the Fiscal Agency Agreement) of the DTC Registrar. Such exchange will be effected in accordance with the provisions of the Fiscal Agency Agreement and the regulations concerning the transfer and registration of Instruments scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the DTC Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the DTC Registrar has its Specified Office.

9. **Transfer and exchange for an interest in the Restricted Global Instrument Certificate**

If a holder of a beneficial interest in the Instruments represented by this Unrestricted Global Instrument Certificate wishes at any time to transfer such beneficial interest to a person who wishes to take delivery thereof in the form of a beneficial interest in the restricted global instrument certificate issued in relation to the Instruments (the "**Restricted Global Instrument Certificate**"), such holder may transfer such beneficial interest in accordance with the rules and operating procedures of DTC, Euroclear and Clearstream, Luxembourg and the terms of this paragraph. Upon receipt by the DTC Registrar of:

- (a) notification by DTC, Euroclear and/or Clearstream, Luxembourg (as applicable), or their respective custodians or depositaries, that the appropriate debit and credit entries have been made in the accounts of the relevant participants of DTC, Euroclear and/or Clearstream, Luxembourg (as the case may be); and
- (b) a certificate in the form of Schedule 14 (*Form of Transfer Certificate*) to the Fiscal Agency Agreement given by the holder of such beneficial interest requesting such transfer or exchange and, in the case of transfer or exchange on or prior to the fortieth day after the date of issue of this Unrestricted Global Instrument Certificate, stating that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Instruments and that the person transferring such interest in this Unrestricted Global Instrument Certificate reasonably believes that the person acquiring such interest in the Restricted Global Instrument Certificate is a qualified institutional buyer (as defined in Rule 144A under the United States Securities Act of 1933) and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A,

SEK shall procure that (i) the DTC Registrar decreases the aggregate principal amount of this Unrestricted Global Instrument Certificate by the principal amount of

Instruments the subject of such transfer and increases the aggregate principal amount of the Restricted Global Instrument Certificate by such principal amount and (ii) appropriate entries are made in the records of the DTC Custodian so as to reflect such decrease and increase.

10. **Conditions apply**

Save as otherwise provided herein, the Holder of this Unrestricted Global Instrument Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Unrestricted Global Instrument Certificate, any reference in the Conditions to "**Instrument Certificate**" or "**Instrument Certificates**" shall, except where the context otherwise requires, be construed so as to include this Unrestricted Global Instrument Certificate.

11. **Payments and Payment Record Date**

- (a) In relation to payments made in respect of this Unrestricted Global Instrument Certificate, so long as this Unrestricted Global Instrument Certificate is held on behalf of DTC and/or any other relevant clearing system, the definition of "Business Day" in Condition 1.1 (*Interpretation – Definitions*) shall be amended so as to disapply paragraphs (A)(i)(b) and (A)(ii)(b) of that definition.
- (b) Each payment made in respect of this Unrestricted Global Instrument Certificate will be made to the persons shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which this Unrestricted Global Instrument Certificate is being held is open for business. Each payment so made will discharge SEK's obligations in respect of Instruments represented by this Unrestricted Global Instrument Certificate.

12. **Exercise of Put Option**

In order to exercise the option contained in Condition 11.5 (*Redemption at the option of Holders*) the holder of this Unrestricted Global Instrument Certificate must, within the period specified in the Conditions for the deposit of the relevant Instrument Certificate and put notice, give written notice of such exercise to the DTC Registrar specifying the principal amount of Instruments in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

13. **Exercise of Call Option**

In connection with an exercise of the option contained in Condition 11.3 (*Redemption at the option of SEK*) in relation to some only of the Instruments, this Unrestricted Global Instrument Certificate may be redeemed in part in the principal amount specified by SEK in accordance with the Conditions and the Instruments to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of DTC (to be reflected in the records of DTC as either a pool factor or a reduction in principal amount, at its discretion).

14. **Notices**

Notwithstanding Condition 20 (*Notices*), so long as this Unrestricted Global Instrument Certificate is held on behalf of DTC or any other clearing system (an "**Alternative Clearing System**"), notices to Holders of Instruments represented by this Unrestricted Global Instrument Certificate may be given by delivery of the relevant notice to DTC or (as the case may be) such Alternative Clearing System and such notices shall be deemed to have been given to the Holders in accordance with Condition 20 (*Notices*) on the date of delivery to DTC or (as the case may be) such Alternative Clearing System.

15. **Legends**

The statements set out in the legends above are an integral part of this Unrestricted Global Instrument Certificate and, by acceptance hereof, each Holder of this Unrestricted Global Instrument Certificate agrees to be subject to and bound by such legends.

16. **Determination of entitlement**

This Unrestricted Global Instrument Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Unrestricted Global Instrument Certificate.

17. **Authentication**

This Unrestricted Global Instrument Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank Trust Company Americas as DTC Registrar.

18. **Governing law**

This Unrestricted Global Instrument Certificate and all non-contractual obligations arising out of or in connection with it are governed by English law.



AS WITNESS the signature of a duly authorised person on behalf of SEK.

AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)

By: 

[signature]

(duly authorised)

By: 

[signature]

(duly authorised)

ISSUED on [•] 20[•]

AUTHENTICATED for and on behalf of  
DEUTSCHE BANK TRUST COMPANY AMERICAS  
as DTC Registrar without recourse, warranty  
or liability

By: 

[signature]

(duly authorised)

**THE SCHEDULE**

The initial principal amount of this Global Instrument Certificate is [*Currency*] [•]. The following decreases/increases in the principal amount of this Global Instrument Certificate have been made:

Date of Decrease/increase	Decrease in principal Amount	Increase in principal amount	Total principal amount following such decrease/increase

## FORM OF TRANSFER

**FOR VALUE RECEIVED** [•], being the registered holder of this Unrestricted Global Instrument Certificate, hereby transfers to [•] of [•], [Currency] [•] in principal amount of the [Currency] [Amount] [Title] (the "**Instruments**") of Aktiebolaget Svensk Exportkredit (publ) ("**SEK**") and irrevocably requests and authorises Deutsche Bank Trust Company Americas in its capacity as DTC Registrar in relation to the Instruments (or any successor to Deutsche Bank Trust Company Americas in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: .....

By: .....  
(duly authorised)

### **Instruments**

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Unrestricted Global Instrument Certificate.

A representative of such registered holder should state the capacity in which he signs, *e.g.* executor.

- (a) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the DTC Registrar may require.
- (b) Any transfer of Instruments shall be in an amount equal to the minimum denomination as may be specified in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus] or an integral multiple thereof.

*[At the foot of the Terms and Conditions:]*

**FISCAL AGENT**

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**DTC REGISTRAR and  
DTC PAYING AGENT**

**Deutsche Bank Trust Company Americas**  
1 Columbus Circle, 17th Floor, Mailstop  
NYC01-1710  
New York, NY 10019  
U.S.A.

**TRANSFER AGENT**

**Deutsche Bank Trust Company Americas**  
1 Columbus Circle, 17th Floor, Mailstop  
NYC01-1710  
New York, NY 10019  
U.S.A.

*[Attached to each Unrestricted Global Instrument Certificate:]*

*[Final Terms/Pricing Supplement/Drawdown Prospectus]*

**SCHEDULE 7**  
**FORM OF RESTRICTED GLOBAL INSTRUMENT CERTIFICATE**

Series Number: [•]  
Tranche Number: [•]

ISIN: [•]  
Common Code: [•]  
CUSIP Number: [•]

THE INSTRUMENTS REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR ANY SECURITIES LAW OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE INSTRUMENTS REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF SEK THAT THE INSTRUMENTS REPRESENTED HEREBY MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (1) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR A PERSON PURCHASING FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (4) TO SEK, OR ITS AFFILIATES.

IF THIS INSTRUMENT CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER PERSON AS MAY BE NOMINATED BY THE DEPOSITORY TRUST COMPANY ("**DTC**") FOR THE PURPOSE) (COLLECTIVELY, "**CEDE & CO.**") AS NOMINEE FOR DTC, THEN, UNLESS THIS INSTRUMENT CERTIFICATE IS PRESENTED BY AN AUTHORISED REPRESENTATIVE OF DTC TO SEK OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT AND ANY INSTRUMENT CERTIFICATE ISSUED UPON REGISTRATION OF TRANSFER OR EXCHANGE OF THIS INSTRUMENT CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORISED REPRESENTATIVE OF DTC) AND ANY PAYMENT HEREUNDER IS MADE TO CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, SINCE THE REGISTERED OWNER HEREOF, CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), HAS AN INTEREST HEREIN.

UNLESS OTHERWISE STATED IN THE RELEVANT FINAL TERMS, PRICING SUPPLEMENT OR DRAWDOWN PROSPECTUS, BY ITS ACQUISITION AND HOLDING OF THE INSTRUMENTS, EACH HOLDER OF THE INSTRUMENTS WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT (I) IT IS NOT AND IS NOT DEEMED FOR PURPOSES OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") TO BE (A) AN "**EMPLOYEE BENEFIT PLAN**" AS DEFINED IN ERISA AND

SUBJECT TO PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (B) A "**PLAN**" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE CODE, OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS CONSTITUTE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO CONSTITUTE, "**PLAN ASSETS**" BY REASON OF SUCH PLAN INVESTMENT IN THE ENTITY (ANY OF THE FOREGOING, A "**BENEFIT PLAN INVESTOR**"), AND (II) IF AT ANY TIME THE PURCHASER OR TRANSFEREE WILL BE AN EMPLOYEE BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR AND THAT IS SUBJECT TO ANY UNITED STATES FEDERAL, STATE, LOCAL, OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), THE PURCHASE AND HOLDING OF THE INSTRUMENTS DO NOT AND WILL NOT VIOLATE ANY SIMILAR LAW. ANY PURPORTED TRANSFER OF THIS INSTRUMENT THAT DOES NOT COMPLY WITH THESE REQUIREMENTS SHALL BE NULL AND VOID *AB INITIO*.

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**  
**(Swedish Export Credit Corporation)**  
*(Incorporated in the Kingdom of Sweden with limited liability)*

**Unlimited Programme for the Continuous Issuance of Debt Instrument**

[*Currency*] [*Amount*]  
[*Title*]  
(the "**Instruments**")

**RESTRICTED GLOBAL INSTRUMENT CERTIFICATE**

**1. Introduction**

This Restricted Global Instrument Certificate is issued in respect of the instruments (the "**Instruments**") of Aktiebolaget Svensk Exportkredit (publ) ("**SEK**") described in the [final terms (the "**Final Terms**")/pricing supplement (the "**Pricing Supplement**")/drawdown prospectus ("**Drawdown Prospectus**")] a copy of which is annexed hereto. The Instruments are constituted by a deed of covenant dated 1 April 2022 (as amended or supplemented from time to time, the "**Deed of Covenant**") entered into by SEK and are the subject of a fiscal agency agreement dated 1 April 2022 (as amended or supplemented from time to time, the "**Fiscal Agency Agreement**") and made between SEK, Deutsche Bank Trust Company Americas as DTC Registrar (the "**DTC Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Instruments), Deutsche Bank Luxembourg S.A. as transfer agent, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein. If a Pricing Supplement or a Drawdown Prospectus is annexed hereto, each reference in this Restricted Global Instrument Certificate to "**Final Terms**" shall be read and construed as a reference to the final terms of the Instruments set out in such Pricing Supplement or Drawdown Prospectus, unless the context requires otherwise.

**2. References to Conditions**

Any reference herein to the "**Conditions**" is to the terms and conditions of the Instruments attached hereto, as completed or supplemented, amended and/or replaced by the Final Terms and any reference to a numbered "**Condition**" is to the

correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Restricted Global Instrument Certificate.

3. **Registered holder**

This is to certify that:

**CEDE & CO.**

is the person registered in the register maintained by the Registrar in relation to the Instruments (the "**Register**") as the duly registered holder (the "**Holder**") of an aggregate principal amount of Instruments equal to the Aggregate Nominal Amount specified in the Final Terms or (if the Aggregate Nominal Amount in respect of the Series specified in the Final Terms is different from the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms) the Aggregate Nominal Amount of the Tranche specified in the Final Terms.

4. **Promise to pay**

SEK, for value received, hereby promises to repay the Instruments in accordance with the Conditions to the Holder on such date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions. The principal amount of this Restricted Global Instrument Certificate is such principal sum as is noted in the records of the custodian for The Depository Trust Company (the "**DTC Custodian**" and "**DTC**", respectively).

5. **Transfers in whole**

Transfers of this Restricted Global Instrument Certificate shall be limited to transfers in whole, but not in part, to nominees of DTC or to a successor of DTC or to such successor's nominee.

6. **Exchange for Restricted Individual Instrument Certificates**

This Restricted Global Instrument Certificate will be exchanged in whole (but not in part) for duly authenticated and completed individual instrument certificates ("**Restricted Individual Instrument Certificates**") in substantially the form (subject to completion) set out in Schedule 9 (*Form of Restricted Individual Instrument Certificate*) to the Fiscal Agency Agreement:

- (a) on the expiry of such period of notice as may be specified in the Final Terms; or
- (b) at any time, if so specified in the Final Terms; or
- (c) if the relevant Final Terms specifies "in the limited circumstances described in the Global Instrument Certificate", then:



- (i) in the case of any Global Instrument Certificate held by or on behalf of DTC, if DTC notifies SEK that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to this Restricted Global Instrument Certificate or DTC ceases to be a clearing agency (as defined in the United States Securities Exchange Act of 1934), or at any time DTC is no longer eligible to act as such, and SEK is (in the case of DTC ceasing to be a depositary) unable to locate a qualified successor within 90 days of receiving notice or becoming aware of such ineligibility on the part of DTC;
- (ii) in the case of any Restricted Global Instrument Certificate, if Euroclear Bank SA/NV ("**Euroclear**"), Clearstream Banking S.A. ("**Clearstream, Luxembourg**") or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
- (iii) in any other case, if any of the circumstances described in Condition 12 (*Events of Default*) occurs.

Such exchange shall be effected in accordance with paragraph 8 (*Delivery of Restricted Individual Instrument Certificates*). SEK shall notify the Holder of the occurrence of any of the events specified in (a), (b) and (c) as soon as practicable thereafter.

7. **Failure to deliver Restricted Individual Instrument Certificates or to pay**

If:

- (a) Restricted Individual Instrument Certificates have not been issued and delivered by 6.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with paragraph 8 (*Delivery of Restricted Individual Instrument Certificates*) below; or
- (b) any of the Instruments evidenced by this Restricted Global Instrument Certificate has become due and payable in accordance with the Conditions or the date for final redemption of this Restricted Global Instrument Certificate has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the Holder on the due date for payment in accordance with the terms of this Restricted Global Instrument Certificate,

then this Restricted Global Instrument Certificate (including the obligation to deliver Restricted Individual Instrument Certificates) will become void at 6.00 pm (London time) on such thirtieth day (in the case of paragraph (a) above) or at 6.00 pm (London time) on such due date (in the case of paragraph (b) above) and the Holder will have no further rights hereunder, but without prejudice to the rights which the Holder or others may have under the Deed of Covenant.

8. **Delivery of Restricted Individual Instrument Certificates**

Whenever this Restricted Global Instrument Certificate is to be exchanged for Restricted Individual Instrument Certificates, SEK shall procure that Restricted Individual Instrument Certificates will be issued in an aggregate principal amount equal to the principal amount of this Restricted Global Instrument Certificate against the surrender of this Restricted Global Instrument Certificate at the Specified Office (as defined in the Conditions) of the DTC Registrar within five business days of:

- (a) the delivery to the DTC Registrar, by or on behalf of the Holder, DTC, Euroclear Bank SA/NV, as operator of Euroclear and Clearstream Luxembourg, of such information as is required to complete and deliver such Restricted Individual Instrument Certificates (including, without limitation, the names and addresses of the persons in whose names the Restricted Individual Instrument Certificates are to be registered and the principal amount of each such person's holding); and
- (b) the delivery to the DTC Registrar of a certificate given by or on behalf of the holder of each beneficial interest in this Restricted Global Instrument Certificate stating either (i) that such holder is not transferring its interest at the time of such exchange or (ii) that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Instruments and that the person transferring such interest reasonably believes that the person acquiring such interest is a qualified institutional buyer (as defined in Rule 144A under the United States Securities Act of 1933, as amended (the "**Securities Act**")) and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A.

Such exchange will be effected in accordance with the provisions of the Fiscal Agency Agreement and the regulations concerning the transfer and registration of Instruments scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the DTC Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the DTC Registrar has its Specified Office.

9. **Transfer and exchange for an interest in the Unrestricted Global Instrument Certificate**

If a holder of a beneficial interest in the Instruments represented by this Restricted Global Instrument Certificate wishes at any time to transfer such beneficial interest to a person who wishes to take delivery thereof in the form of a beneficial interest in the unrestricted global instrument certificate issued in relation to the Instruments (the "**Unrestricted Global Instrument Certificate**"), such holder may transfer such beneficial interest in accordance with the rules and operating procedures of DTC, Euroclear and/or Clearstream, Luxembourg and the terms of this paragraph. Upon receipt by the DTC Registrar of:

- (a) notification by DTC, Euroclear and/or Clearstream, Luxembourg (as applicable), or their respective custodians or depositaries, that the appropriate debit and credit entries have been made in the accounts of the relevant

participants of DTC, Euroclear and/or Clearstream, Luxembourg (as the case may be); and

- (b) a certificate in the form of Schedule 14 (*Form of Transfer Certificate*) to the Fiscal Agency Agreement given by the holder of such beneficial interest stating that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Instruments and that (i) such transfer or exchange has been made pursuant to and in accordance with Regulation S ("**Regulation S**") under the United States Securities Act of 1933 (the "**Securities Act**") or (ii) the Instruments are being exchanged or transferred pursuant to an exemption from registration provided by Rule 144 under the Securities Act,

SEK shall procure that (1) the DTC Registrar decreases the aggregate principal amount of this Restricted Global Instrument Certificate by the principal amount of Instruments the subject of such transfer and increases the aggregate principal amount of the Unrestricted Global Instrument Certificate by such principal amount and (2) appropriate entries are made in the records of the DTC Custodian so as to reflect such decrease and increase.

10. **Conditions apply**

Save as otherwise provided herein, the Holder of this Restricted Global Instrument Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Restricted Global Instrument Certificate, any reference in the Conditions to "**Instrument Certificate**" or "**Instrument Certificates**" shall, except where the context otherwise requires, be construed so as to include this Restricted Global Instrument Certificate.

11. **Payments and Payment Record Date**

- (a) In relation to payments made in respect of this Restricted Global Instrument Certificate, so long as this Restricted Global Instrument Certificate is held on behalf of DTC and/or any other relevant clearing system, the definition of "Business Day" in Condition 1.1 (*Interpretation – Definitions*) shall be amended so as to disapply paragraphs (A)(i)(b) and (A)(ii)(b) of that definition.
- (b) Each payment made in respect of this Restricted Global Instrument Certificate will be made to the persons shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which this Restricted Global Instrument Certificate is being held is open for business. Each payment so made will discharge SEK's obligations in respect of Instruments represented by this Restricted Global Instrument Certificate.

12. **Exercise of Put Option**

In order to exercise the option contained in Condition 11.5 (*Redemption at the option of Holders*) the holder of this Restricted Global Instrument Certificate must, within the period specified in the Conditions for the deposit of the relevant Instrument Certificate

and put notice, give written notice of such exercise to the relevant Registrar specifying the principal amount of Instruments in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

13. **Exercise of Call Option**

In connection with an exercise of the option contained in Condition 11.3 (*Redemption at the option of SEK*) in relation to some only of the Instruments, this Restricted Global Instrument Certificate may be redeemed in part in the principal amount specified by SEK in accordance with the Conditions and the Instruments to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of DTC (to be reflected in the records of DTC as either a pool factor or a reduction in principal amount, at its discretion).

14. **Notices**

Notwithstanding Condition 20 (*Notices*), so long as this Restricted Global Instrument Certificate is held on behalf of DTC or any other clearing system (an "**Alternative Clearing System**"), notices to Holders of Instruments represented by this Restricted Global Instrument Certificate may be given by delivery of the relevant notice to DTC or (as the case may be) such Alternative Clearing System and such notices shall be deemed to have been given to the Holders in accordance with Condition 20 (*Notices*) on the date of delivery to DTC or (as the case may be) such Alternative Clearing System.

15. **Legends**

The statements set out in the legends above are an integral part of this Restricted Global Instrument Certificate and, by acceptance hereof, each Holder of this Restricted Global Instrument Certificate agrees to be subject to and bound by such legends.

16. **Determination of entitlement**

This Restricted Global Instrument Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Restricted Global Instrument Certificate.

17. **Authentication**

This Restricted Global Instrument Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank Trust Company Americas as DTC Registrar.

18. **Governing law**

This Restricted Global Instrument Certificate and all non-contractual obligations arising out of or in connection with it are governed by English law.

AS WITNESS the signature of a duly authorised person on behalf of SEK.

AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)

By: \_\_\_\_\_  
[signature]  
(duly authorised)

By: \_\_\_\_\_  
[signature]  
(duly authorised)

ISSUED on [•] 20[•]

AUTHENTICATED for and on behalf of  
DEUTSCHE BANK TRUST COMPANY AMERICAS  
as DTC Registrar without recourse, warranty  
or liability

By: \_\_\_\_\_  
[signature]  
(duly authorised)

**THE SCHEDULE**

The initial principal amount of this Global Instrument Certificate is [*Currency*] [•]. The following decreases/increases in the principal amount of this Global Instrument Certificate have been made:

Date of Decrease/increase	Decrease in principal Amount	Increase in principal amount	Total principal amount following such decrease/increase

## FORM OF TRANSFER

**FOR VALUE RECEIVED** [•], being the registered holder of this Restricted Global Instrument Certificate, hereby transfers to [•] [*Currency*] [•] in principal amount of [*Currency*] [*Amount*] [*Title*] (the "**Instruments**") of Aktiebolaget Svensk Exportkredit (publ) ("**SEK**") and irrevocably requests and authorises Deutsche Bank Trust Company Americas in its capacity as DTC Registrar in relation to the Instruments (or any successor to Deutsche Bank Trust Company Americas in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: .....

By: .....  
(*duly authorised*)

### **Instruments**

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Restricted Global Instrument Certificate.

A representative of such registered holder should state the capacity in which he signs, *e.g.* executor.

- (i) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the DTC Registrar may require.
- (ii) Any transfer of Instruments shall be in an amount equal to the minimum denomination as may be specified in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus] or an integral multiple thereof.

*[At the foot of the Terms and Conditions:]*

**FISCAL AGENT**

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**DTC REGISTRAR and**

**DTC PAYING AGENT**

**Deutsche Bank Trust Company Americas**  
1 Columbus Circle, 17th Floor, Mailstop  
NYC01-1710  
New York, NY 10019  
U.S.A

**TRANSFER AGENT**

**Deutsche Bank Trust Company Americas**  
1 Columbus Circle, 17th Floor, Mailstop  
NYC01-1710  
New York, NY 10019  
U.S.A



*[Attached to each Restricted Global Instrument Certificate:]*

*[Final Terms/Pricing Supplement/Drawdown Prospectus]*

**SCHEDULE 8**  
**FORM OF UNRESTRICTED INDIVIDUAL INSTRUMENT CERTIFICATE**

Series Number: [•]  
Tranche Number: [•]  
Serial Number: [•]

ISIN: [•]  
Common Code: [•]  
CUSIP Number: [•]

THE INSTRUMENTS REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR ANY SECURITIES LAW OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE INSTRUMENTS REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF SEK THAT THE INSTRUMENTS REPRESENTED HEREBY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO THE ACCOUNT OR BENEFIT OF ANY U.S. PERSON.

UNLESS OTHERWISE STATED IN THE RELEVANT FINAL TERMS, PRICING SUPPLEMENT OR DRAWDOWN PROSPECTUS, BY ITS ACQUISITION AND HOLDING OF THE INSTRUMENTS, EACH HOLDER OF THE INSTRUMENTS WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT (I) IT IS NOT AND IS NOT DEEMED FOR PURPOSES OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") TO BE (A) AN "**EMPLOYEE BENEFIT PLAN**" AS DEFINED IN ERISA AND SUBJECT TO PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (B) A "**PLAN**" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE CODE, OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS CONSTITUTE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO CONSTITUTE, "**PLAN ASSETS**" BY REASON OF SUCH PLAN INVESTMENT IN THE ENTITY (ANY OF THE FOREGOING, A "**BENEFIT PLAN INVESTOR**"), AND (II) IF AT ANY TIME THE PURCHASER OR TRANSFEREE WILL BE AN EMPLOYEE BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR AND THAT IS SUBJECT TO ANY UNITED STATES FEDERAL, STATE, LOCAL, OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), THE PURCHASE AND HOLDING OF THE INSTRUMENTS DO NOT AND WILL NOT VIOLATE ANY SIMILAR LAW. ANY PURPORTED TRANSFER OF THIS INSTRUMENT THAT DOES NOT COMPLY WITH THESE REQUIREMENTS SHALL BE NULL AND VOID *AB INITIO*.

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**  
**(Swedish Export Credit Corporation)**  
*(Incorporated in the Kingdom of Sweden with limited liability)*

**Unlimited Programme for the Continuous Issuance of Debt Instrument**

[Currency] [Amount]  
[Title]  
(the "**Instruments**")

This Instrument Certificate is issued in respect of an issue of the instruments (the "**Instruments**") of Aktiebolaget Svensk Exportkredit (publ) ("**SEK**") described in the [final terms (the "**Final Terms**")/pricing supplement (the "**Pricing Supplement**")/drawdown

prospectus (the "**Drawdown Prospectus**") a copy of which is annexed hereto. The Instruments are constituted by a deed of covenant dated 1 April 2022 and are the subject of a fiscal agency agreement dated 1 April 2022 (as amended or supplemented from time to time, the "**Fiscal Agency Agreement**") and made between SEK, Deutsche Bank Trust Company Americas as DTC Registrar (the "**DTC Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Instruments), Deutsche Bank Luxembourg S.A. as transfer agent, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein.

Any reference herein to the "**Conditions**" is to the terms and conditions of the Instruments endorsed hereon, as supplemented, amended and/or replaced by the [Final Terms/Pricing Supplement/Drawdown Prospectus] dated [•] and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Unrestricted Individual Instrument Certificate.

This is to certify that:

.....  
of.....  
.....

is the person registered in the register maintained by the DTC Registrar in relation to the Instruments (the "**Register**") as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the "**Holder**") of:

[Currency].....  
(.....[Currency in words])

in aggregate principal amount of the Instruments.

SEK, for value received, hereby promises to repay the Instruments in accordance with the Conditions to the Holder on such date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Instrument Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Instrument Certificate.

This Instrument Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank Trust Company Americas as DTC Registrar.

AS WITNESS the signature of a duly authorised person on behalf of SEK.

AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)

By: \_\_\_\_\_  
[signature]  
(duly authorised)

By: \_\_\_\_\_  
[signature]  
(duly authorised)

ISSUED on [Issue Date]

AUTHENTICATED for and on behalf of  
DEUTSCHE BANK TRUST COMPANY AMERICAS  
as DTC Registrar without recourse, warranty  
or liability

By: \_\_\_\_\_  
[signature]  
(duly authorised)

## FORM OF TRANSFER

**FOR VALUE RECEIVED** [•], being the registered holder of this Instrument Certificate, hereby transfers to [•] of [•] [Currency] [•] in principal amount of [Currency] [Amount] [Title] (the "**Instruments**") of Aktiebolaget Svensk Exportkredit (publ) ("**SEK**") and irrevocably requests and authorises Deutsche Bank Trust Company Americas in its capacity as DTC Registrar in relation to the Instruments (or any successor to Deutsche Bank Trust Company Americas in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: .....

By: .....  
(*duly authorised*)

### **Instruments**

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Instrument Certificate.

- (i) A representative of such registered holder should state the capacity in which he signs, *e.g.* executor.
- (ii) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the DTC Registrar may require.
- (iii) Any transfer of Instruments shall be in an amount equal to the minimum denomination as may be specified in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus] dated [•] or an integral multiple thereof.

*[Attached to each Instrument Certificate:]*

*[Final Terms/Pricing Supplement/Drawdown Prospectus]*

*[Terms and Conditions as set out in the Base Prospectus]*

*[At the foot of the Terms and Conditions:]*

**FISCAL AGENT**

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**DTC REGISTRAR and  
DTC PAYING AGENT**

**Deutsche Bank Trust Company Americas**  
1 Columbus Circle, 17th Floor, Mailstop  
NYC01-1710  
New York, NY 10019  
U.S.A

**TRANSFER AGENT**

**Deutsche Bank Trust Company Americas**  
1 Columbus Circle, 17th Floor, Mailstop  
NYC01-1710  
New York, NY 10019  
U.S.A

**SCHEDULE 9**  
**FORM OF RESTRICTED INDIVIDUAL INSTRUMENT CERTIFICATE**

Series Number: [•]  
Tranche Number: [•]  
Serial Number: [•]

ISIN: [•]  
Common Code: [•]  
CUSIP Number: [•]

THE INSTRUMENTS REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR ANY SECURITIES LAW OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE INSTRUMENTS REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF THE ISSUER THAT THE INSTRUMENTS REPRESENTED HEREBY MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (1) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR A PERSON PURCHASING FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (4) TO THE ISSUER, OR ITS AFFILIATES.

UNLESS OTHERWISE STATED IN THE RELEVANT FINAL TERMS, PRICING SUPPLEMENT OR DRAWDOWN PROSPECTUS, BY ITS ACQUISITION AND HOLDING OF THE INSTRUMENTS, EACH HOLDER OF THE INSTRUMENTS WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT (I) IT IS NOT AND IS NOT DEEMED FOR PURPOSES OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") TO BE (A) AN "**EMPLOYEE BENEFIT PLAN**" AS DEFINED IN ERISA AND SUBJECT TO PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (B) A "**PLAN**" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE CODE, OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS CONSTITUTE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO CONSTITUTE, "**PLAN ASSETS**" BY REASON OF SUCH PLAN INVESTMENT IN THE ENTITY (ANY OF THE FOREGOING, A "**BENEFIT PLAN INVESTOR**"), AND (II) IF AT ANY TIME THE PURCHASER OR TRANSFEREE WILL BE AN EMPLOYEE BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR AND THAT IS SUBJECT TO ANY UNITED STATES FEDERAL, STATE, LOCAL, OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), THE PURCHASE AND HOLDING OF THE INSTRUMENTS DO NOT AND WILL NOT VIOLATE ANY SIMILAR LAW. ANY PURPORTED TRANSFER OF THIS INSTRUMENT THAT DOES NOT COMPLY WITH THESE REQUIREMENTS SHALL BE NULL AND VOID *AB INITIO*.

AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)  
(Swedish Export Credit Corporation)  
(Incorporated in the Kingdom of Sweden with limited liability)

**Unlimited Programme for the Continuous Issuance of Debt Instrument**

[Currency] [Amount]  
[Title]  
(the "**Instruments**")

This Instrument Certificate is issued in respect of an issue of the instruments (the "**Instruments**") of Aktiebolaget Svensk Exportkredit (publ) ("**SEK**") described in the [final terms (the "**Final Terms**")/Pricing Supplement (the "**Pricing Supplement**")/Drawdown Prospectus (the "**Drawdown Prospectus**")]] dated [•] a copy of which is annexed hereto. The Instruments are constituted by a deed of covenant dated 1 April 2022 and are the subject of a fiscal agency agreement dated 1 April 2022, (as amended or supplemented from time to time, the "**Fiscal Agency Agreement**") and made between SEK, Deutsche Bank Trust Company Americas as DTC Registrar (the "**DTC Registrar**", which expression includes any successor DTC Registrar appointed from time to time in connection with the Instrument), Deutsche Bank Luxembourg S.A. as transfer agent, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein.

Any reference herein to the "**Conditions**" is to the terms and conditions of the Instruments endorsed hereon, as supplemented, amended and/or replaced by the [Final Terms/Pricing Supplement/Drawdown Prospectus] and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Restricted Individual Instrument Certificate

This is to certify that:

.....  
of.....  
.....

is the person registered in the register maintained by the DTC Registrar in relation to the Instruments (the "**Register**") as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the "**Holder**") of:

[Currency].....  
(.....[Currency in words])

in aggregate principal amount of the Instruments.

SEK, for value received, hereby promises to repay the Instruments in accordance with the Conditions to the Holder on such date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.



The statements set out in the legend above are an integral part of this Instrument Certificate and, by acceptance hereof, each Holder of this Instrument Certificate agrees to be subject to and bound by such legends.

This Instrument Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Instrument Certificate.

This Instrument Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank Trust Company Americas as DTC Registrar.

**AS WITNESS** the signature of a duly authorised person on behalf of SEK.

By: 

[signature]

(duly authorised)

By: 

[signature]

(duly authorised)

ISSUED on [•] 20[•]

AUTHENTICATED for and on behalf of  
DEUTSCHE BANK TRUST COMPANY AMERICAS  
as DTC Registrar without recourse, warranty  
or liability

By: 

[signature]

(duly authorised)

## FORM OF TRANSFER

**FOR VALUE RECEIVED** [•], being the registered holder of this Instrument Certificate, hereby transfers to [•] of [•] [Currency] in principal amount of [Currency] [Amount] [Title] (the "**Instruments**") of Aktiebolaget Svensk Exportkredit (publ) ("**SEK**") and irrevocably requests and authorises Deutsche Bank Trust Company Americas in its capacity as DTC Registrar in relation to the Instruments (or any successor to Deutsche Bank Trust Company Americas in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: .....

By: .....  
(*duly authorised*)

### **Instruments**

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Instrument Certificate.

A representative of such registered holder should state the capacity in which he signs, e.g. executor.

- (i) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the DTC Registrar may require.
- (ii) Any transfer of Instruments shall be in an amount equal to the minimum denomination as may be specified in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus] dated [•] or an integral multiple thereof.

*[Attached to each Instrument Certificate:]*

*[Final Terms/Pricing Supplement/Drawdown Prospectus]*

*[Terms and Conditions as set out in the Base Prospectus]*

*[At the foot of the Terms and Conditions:]*

**FISCAL AGENT**

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
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U.S.A

**SCHEDULE 10**  
**PROVISIONS FOR MEETINGS OF HOLDERS OF INSTRUMENTS**

1.

(A) As used in this Schedule, the following expressions shall have the following meanings unless the context otherwise requires:

- (1) **"voting certificate"** shall mean a certificate in the English language issued by any Paying Agent or, as the case may be, any Registrar and dated, in which it is stated:
  - (a) that on the date thereof Bearer Instruments or Scandinavian Instruments of any Series (not being Bearer Instruments or Scandinavian Instruments in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in such voting certificate or any adjournment thereof) bearing specified serial numbers have been deposited to the order of such Paying Agent and that no such Bearer Instruments or Scandinavian Instruments will be released until the first to occur of:
    - (i) the conclusion of the meeting specified in such certificate or any adjournment thereof; and
    - (ii) the surrender of the certificate to such Paying Agent; or
  - (b) that on the date thereof Registered Instruments of any Series (not being Registered Instruments in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in such voting certificate or any adjournment thereof) are registered in the books and records maintained by the relevant Registrar in the names of specified registered holders; and
  - (c) that the bearer thereof is entitled to attend and vote at such meeting or any adjournment thereof in respect of the Instruments represented by such certificate;
- (2) **"block voting instruction"** shall mean a document in the English language issued by any Paying Agent or, as the case may be, any Registrar and dated, in which:
  - (a) it is certified that Bearer Instruments or Scandinavian Instruments of any Series (not being Bearer Instruments or Scandinavian Instruments in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in such block voting instruction or any adjournment thereof) have been deposited to the order of such Paying Agent and that no such Bearer Instruments or Scandinavian Instruments will be released until the first to occur of:

- (i) the conclusion of the meeting specified in such document or any adjournment thereof; and
    - (ii) the surrender, not less than 48 hours before the time for which such meeting or adjournment thereof is convened, of the receipt for each such deposited Bearer Instrument which has been deposited to the order of such Paying Agent, coupled with notice thereof being given by such Paying Agent to SEK;
  - (b) it is certified that Registered Instruments of any Series (not being Registered Instruments in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in such block voting instruction and any adjournment thereof) are registered in the books and records maintained by the relevant Registrar in the names of specified registered holders;
  - (c) it is certified that each depositor of such Instruments or registered holder thereof or a duly authorised agent on his or its behalf has instructed the Paying Agent or, as the case may be, the relevant Registrar that the vote(s) attributable to his or its Instruments so deposited or registered should be cast in a particular way in relation to the resolution or resolutions to be put to such meeting or any adjournment thereof and that all such instructions are, during the period of 48 hours prior to the time for which such meeting or adjournment meeting is convened, neither revocable nor subject to amendment but without prejudice, in the case of Registered Instruments, to the provisions of paragraph (B) below;
  - (d) the total number and the serial numbers and tranche numbers of the Instruments so deposited or registered are listed, distinguishing with regard to each such resolution between those in respect of which instructions have been given as aforesaid that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and
  - (e) any person named in such document (hereinafter called a "proxy") is authorised and instructed by the Paying Agent or, as the case may be, the relevant Registrar to cast the votes attributable to the Instruments so listed in accordance with the instructions referred to in (c) and (d) above as set out in such document; and
- (3) **"Written Resolution"** shall mean a resolution in writing signed by or on behalf of holders of Instruments of at least 75 per cent. in aggregate principal amount of the outstanding Instruments who for the time being are entitled to receive notice of a meeting in accordance with the

provisions of this Schedule, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of Instruments.

- (B) A registered holder of a Registered Instrument may by an instrument in writing in the form for the time being available from the specified office of the relevant Registrar in the English language (hereinafter called a "**form of proxy**") signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by its duly appointed attorney or a duly authorised officer of the corporation, and delivered to the specified office of the relevant Registrar not later than 48 hours before the time fixed for any meeting appoint any person (hereinafter also called a "**proxy**") to attend and act on his or its behalf in connection with any meeting or proposed meeting of the holders of Instruments.
  - (C) Voting certificates, block voting instructions and forms of proxy shall be valid for so long as the relevant Instruments shall not be released or, in the case of Registered Instruments, shall be duly registered in the name(s) of the registered holder(s) certified in the relevant voting certificate or block voting instruction or, in the case of a form of proxy, in the name of the appointor but not otherwise and notwithstanding any other provision of this Schedule and during the validity thereof the holder of any such voting certificate or (as the case may be) the proxy shall, for all purposes in connection with any meeting of holders of Instruments, be deemed to be the holder of the Instruments of the relevant Series to which such voting certificate, block voting instructions or form of proxy relates and, in the case of Bearer Instruments, the Paying Agent to the order of whom such Instruments have been deposited shall nevertheless be deemed for such purposes not to be the holder of those Instruments.
- 2. SEK at any time may, and upon a request in writing at the time by holders of Instruments holding not less than one-tenth of the principal amount of the Instruments of any particular Series for the time being outstanding shall, convene a meeting of the holders of Instruments of such Series. Whenever SEK is about to convene any such meeting it shall forthwith give notice in writing to the Fiscal Agent (or in relation to Scandinavian Instruments, the ES<sub>w</sub>, EF<sub>i</sub> or VP, as the case may be,) or in the case of Registered Instruments, the relevant Registrar of the day, time and place thereof and of the nature of the business to be transacted thereat. Every such meeting shall be held at such time and place as the Fiscal Agent (or in relation to Scandinavian Instruments, the Paying Agent) or in the case of Registered Instruments, the relevant Registrar may approve.
  - 3. At least twenty-one days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is held) specifying the day, time and place of meeting shall be given to the holders of the Instruments of the relevant Series. A copy of the notice shall be given to SEK unless the meeting shall be convened by SEK and a copy shall be given to the Fiscal Agent (or in relation to Scandinavian Instruments, ES<sub>w</sub>, EF<sub>i</sub> or VP, as the case may be) and, in the case of Registered Instruments, the relevant Registrar. Such notice shall be given in the manner herein before provided and shall specify the terms of the resolutions to be proposed and shall include, *inter alia*, statements to the effect:
-

- (a) that Bearer Instruments or Scandinavian Instruments of the relevant Series may be deposited with (or to the order of) any Paying Agent for the purpose of obtaining voting certificates or appointing proxies until 48 hours before the time fixed for the meeting but not thereafter; or
  - (b) that registered holders of Registered Instruments may obtain voting certificates or appoint proxies until 48 hours before the time fixed for the meeting but not thereafter.
4. A person (who may, but need not, be the holder of an Instrument) nominated in writing by SEK shall be entitled to take the chair at every meeting but if no such nomination is made or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for the holding of such meeting the holders of Instruments present shall choose one of their number to be chairman. The chairman of an adjourned meeting need not be the same person as was chairman of the original meeting.
  5. At any such meeting any one or more persons present in person (not being SEK or any nominee thereof) holding Instruments of the relevant Series or voting certificates or being proxies and being or representing in the aggregate a clear majority in principal amount of the Instruments of the relevant Series for the time being outstanding shall form a quorum for the transaction of business and no business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business.
  6. If within half an hour from the time appointed for any such meeting a quorum is not present the meeting shall, if convened upon the requisition of holders of Instruments, be dissolved. In any other case it shall stand adjourned for such period, not being less than fourteen days nor more than forty-two days, as may be decided by the chairman. At such adjourned meeting one or more persons present in person (not being SEK or any nominee thereof) holding Instruments of the relevant Series or voting certificates or being proxies (whatever the principal amount of the Instruments of the relevant Series so held or represented by them) shall form a quorum and shall have the power to pass any resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had a quorum been present at such meeting. **Provided that** the quorum at any adjourned meeting at which is to be proposed an Extraordinary Resolution for the purpose of effecting any of the modifications specified in the Proviso to paragraph 18 hereof shall be one or more persons present (not being SEK or any nominee thereof) holding Instruments of the relevant Series or voting certificates or being proxies and holding or representing in the aggregate at least one quarter in principal amount of the Instruments of the relevant Series for the time being outstanding.
  7. The chairman may with the consent of (and shall if directed by) any meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
  8. At least ten days' notice of any meeting adjourned through want of a quorum shall be given in the same manner as an original meeting and such notice shall state the quorum



required at such adjourned meeting. Subject as aforesaid, it shall not be necessary to give any notice of an adjourned meeting.

9. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a holder of an Instrument.
10. At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or SEK or by one or more persons holding one or more Instruments of the relevant Series or voting certificates or being proxies and holding or representing in the aggregate not less than one-fiftieth part of the principal amount of the Instruments of the relevant Series for the time being outstanding, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
11. If at any meeting a poll is so demanded, it shall be taken in such manner and (subject as hereinafter provided) either at once or after such an adjournment as the chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
12. Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.
13. The Fiscal Agent (or in the case of Scandinavian Instruments, ES<sub>w</sub>, EF<sub>i</sub> or VP, as the case may be), SEK and, in the case of Registered Instruments, the Registrar (through their respective representatives) and their respective financial and legal advisers shall be entitled to attend and speak at any meeting of the holders of Instruments. Save as aforesaid no person shall be entitled to attend or vote at any meeting of the holders of Instruments or to join with others in requesting the convening of such a meeting unless he is the holder of a voting certificate or is a proxy.
14. Subject as provided in paragraph 9 above at any such meeting (a) on a show of hands every person who is present (being an individual) in person or (being a corporation) by a duly authorised representative and (i) who is a holder of Instruments, and in the case of Bearer Instruments or Scandinavian Instruments, produces such Instruments or (ii) who produces a voting certificate or (iii) is a proxy shall have one vote and (b) on a poll every person who is so present shall have one vote in respect of each minimum unit of the currency in which the Instruments for a relevant Series are denominated in respect of the principal amount of Instruments of the relevant Series so produced or represented by the voting certificate so produced or in respect of which he is a proxy. Without prejudice to the obligations of the proxies named in any block voting instruction or form of proxy, any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.
15. A proxy named in any block voting instruction or form of proxy need not be a holder of an Instrument.

16. Each block voting instruction and each form of proxy, together (if so required by SEK) with proof satisfactory to SEK of its due execution, shall be deposited at such place as SEK shall reasonably designate not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxy named in the block voting instruction or form of proxy proposes to vote and in default the block voting instruction or form of proxy shall not be treated as valid unless the chairman of the meeting decides otherwise before such meeting or adjourned meeting proceeds to business. A notorially certified copy of each such block voting instruction and form of proxy and satisfactory proof as aforesaid (if applicable) shall if required by SEK be produced by the proxy at the meeting or adjourned meeting but SEK shall not thereby be obliged to investigate or be concerned with the validity of, or the authority of the proxy named in, any such block voting instruction or form of proxy.
17. Without prejudice to paragraph 1(B), any vote given in accordance with the terms of a block voting instruction or form of proxy shall be valid notwithstanding the previous revocation or amendment of the block voting instruction or form of proxy or of any of the Instrument holders' instructions pursuant to which it was executed, **provided that** no intimation in writing of such revocation or amendment has been received by SEK from the Fiscal Agent (or in the case of Scandinavian Instruments, the Paying Agent), the relevant Registrar or by the chairman of the meeting, in each case not less than 24 hours before the commencement of the meeting or adjourned meeting at which the block voting instruction or form of proxy is used.
18. A meeting of the holders of Instruments shall, in respect of the Instruments of the relevant Series and subject to the provisions contained in the Conditions, in addition to the powers hereinbefore given, but without prejudice to any powers conferred on other persons by these presents, have the following powers exercisable by Extraordinary Resolution namely:
  - (a) power to sanction any proposal by SEK for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the holders of Instruments and/or the Couponholders in respect of the Instruments of the relevant Series, against SEK, whether such rights shall arise under the Instruments of that Series or otherwise;
  - (b) power to sanction the exchange or substitution for the Instruments of the relevant Series of, or the conversion of those Instruments into, other obligations or securities of SEK or any other body corporate formed or to be formed;
  - (c) power to assent to any modification of the provisions contained in the Instruments or the Coupons of the relevant Series, the Conditions thereof, this Schedule or the Fiscal Agency Agreement which shall be proposed by SEK;
  - (d) power to waive or authorise any breach or proposed breach by SEK of its obligations under the Conditions applicable to the Instruments of the relevant Series or any act or omission which might otherwise constitute an event of default under the Conditions applicable to the Instruments of the relevant Series;
  - (e) power to authorise the Fiscal Agent (or in the case of Scandinavian Instruments, the Paying Agent), the relevant Registrar or any other person to concur in and

execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;

- (f) power to give any authority, direction or sanction which under the Conditions applicable to the Instruments of the relevant Series is required to be given by Extraordinary Resolution; and
- (g) power to appoint any persons (whether holders of Instruments or not) as a committee or committees to represent the interests of the holders of Instruments in respect of the Instruments of the relevant Series and to confer upon such committee or committees any powers or discretions which such holders of Instruments could themselves exercise by Extraordinary Resolution.

**Provided that** the special quorum provisions contained in the proviso to paragraph 6 shall apply in relation to any Extraordinary Resolution for the purpose of making modification of the provisions contained in the Instruments or the Coupons of any Series or the Conditions applicable thereto which:

- (i) varies the dates of maturity or any date of redemption of any of the Instruments of the relevant Series or any date for payment of interest in respect thereof; or
  - (ii) reduces or cancels the principal amount of the Instruments of the relevant Series, varies any provision regarding the calculation of the rate of interest payable thereon or varies the rate of discount or rate of amortisation applicable thereto (other than any change arising from the discontinuation of any interest rate benchmark used to determine the amount of any payment in respect of the Instruments); or
  - (iii) modifies the provisions contained in this Schedule concerning the quorum required at any meeting of holders of Instruments in respect of the Instruments of the relevant Series or any adjournment thereof or concerning the majority required to pass an Extraordinary Resolution; or
  - (iv) varies the currency in which any payment (or other obligation) in respect of the Instruments of the relevant Series is to be made; or
  - (v) amends this proviso in any manner.
19. For so long as the Instruments are in the form of Global Instruments held on behalf of, or Global International Instrument Certificates or Global Instrument Certificates, registered in the name of, one or more of Euroclear, Clearstream, Luxembourg, DTC, or any other relevant clearing system (the "**relevant clearing system**"), then, in respect of any resolution proposed by the Issuer:
- 19.1 where the terms of the resolution proposed by the Issuer have been notified to the Holders through the relevant clearing system(s) as provided in sub-paragraphs (a) and/or (b) below, the Issuer shall be entitled to rely upon approval of such resolution given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) to the Fiscal Agent in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in principal amount of the Instruments outstanding (the

"Required Proportion") ("Electronic Consent") by close of business on the date of the blocking of their accounts in the relevant clearing systems(s) (the "Consent Date"). Any resolution passed in such manner shall for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which a special quorum was satisfied) be binding on all Holders, even if the relevant consent or instruction proves to be defective. Neither the Fiscal Agent nor the Issuer shall not be liable or responsible to anyone for such reliance.

- (a) When a proposal for a resolution to be passed as an Electronic Consent has been made, at least 10 days' notice (exclusive of the day on which the notice is given and of the day on which affirmative consents will be counted) shall be given to the Holders through the relevant clearing system(s). The notice shall specify, in sufficient detail to enable Holders to give their consents in relation to the proposed resolution, the method by which their consents may be given (including, where applicable, the Consent Date by which they must be received in order for such consents to be validly given, in each case subject to and in accordance with the operating rules and procedures of the relevant clearing system(s).
- (b) If, on the Consent Date on which the consents in respect of an Electronic Consent are first counted, such consents do not represent the Required Proportion, the resolution shall, if the Issuer so determines, be deemed to be defeated. Such determination shall be notified in writing to the other parties to this Agreement. Alternatively, the Issuer may give a further notice to Holders that the resolution will be proposed again on such date and for such period as shall be agreed with the Fiscal Agent. Such notice must inform Holders that insufficient consents were received in relation to the original resolution and the information specified in sub-paragraph (i) above. For the purpose of such further notice, references to "Consent Date" shall be construed accordingly.

For the avoidance of doubt, an Electronic Consent may only be used in relation to a resolution proposed by the Issuer which is not then the subject of a meeting that has been validly convened in accordance with paragraph 2 above, unless that meeting is or shall be cancelled or dissolved; and

- 19.2 where Electronic Consent is not being sought, the Issuer shall be entitled to rely on consent or instructions given in writing directly to the Issuer and/or the Fiscal Agent, as the case may be, (a) by accountholders in the relevant clearing system(s) with entitlements to such Global Instrument, Global International Instrument Certificate or Global Instrument Certificate, as the case may be, and/or, (b) where 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 and the Fiscal Agent shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, 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 for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which a special quorum was satisfied) be binding on all Holders, 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 principal or nominal amount of the Instruments is clearly identified together with the amount of such holding. Neither the Issuer nor the Fiscal Agent shall 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.

20. An Extraordinary Resolution passed at a meeting of the holders of Instruments in respect of the Instruments of the relevant Series duly convened and held in accordance with these presents shall be binding upon all the holders of Instruments of the relevant Series, whether present or not present at such meeting, and upon all the Couponholders in respect of Instruments of the relevant Series and each of the holders of Instruments and Couponholders shall, in respect of the Instruments of that Series, be bound to give effect thereto accordingly. The passing of any such resolution shall be conclusive evidence that the circumstances of such resolution justify the passing thereof.
21. The expression "**Extraordinary Resolution**" when used in these presents means a resolution passed at a meeting of the holders of Instruments in respect of the Instruments of the relevant Series duly convened and held in accordance with the provisions contained herein by a majority consisting of not less than three-fourths of the votes cast thereon.
22. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by SEK and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the holders of Instruments in respect of the Instruments of the relevant Series, shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made and signed as aforesaid shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted thereat to have been duly passed and transacted.
23. So long as the relevant Instruments are represented by a global instrument, for the purposes of this Schedule the holder of the global instrument shall be deemed to be two persons holding or representing such principal amount of Instruments.
24. Any Instruments which have been purchased or are held by (or on behalf of) SEK but which have not been cancelled shall, unless or until resold, be deemed not to be outstanding for the purposes of this Schedule.
25. A Written Resolution or Electronic Consent shall take effect as if it were an Extraordinary Resolution and shall be binding upon all Holders, including those that did not participate in the process for obtaining the Written Resolution or Electronic Consent and Holders that voted in a manner contrary to the majority.

26. Subject to all other provisions contained in this Schedule 10 (*Provisions for Meetings of Holders of Instruments*), regulations may be prescribed by the Issuer without the consent of holders of Instruments to facilitate the holding of meetings of holders of Instruments and attendance and voting at them. Such regulations may, with the consent of the Fiscal Agent, provide for the holding of "virtual meetings", being any meeting held by any form of telephony or electronic platform or facility and which includes, without limitation, telephone and video conference call and application technology systems.
27. A meeting that has been validly convened in accordance with paragraph 2 above, may be cancelled by the person who convened such meeting by giving at least 2 business days' notice (exclusive of the day on which the notice is given or deemed to be given and of the day of the meeting) to the holders of Instruments. Any meeting cancelled in accordance with this paragraph 27 shall be deemed not to have been convened.

**SCHEDULE 11**  
**REGULATIONS CONCERNING TRANSFERS OF REGISTERED INSTRUMENTS**

1. The Registered Instruments are in the denomination(s) specified in the Final Terms, Pricing Supplement or Drawdown Prospectus, as the case may be ("**Specified Denomination(s)**").
2. The Registered Instruments are transferable in such amounts and such integral multiples of the currency of denomination as may be specified in the relevant Final Terms, Pricing Supplement or Drawdown Prospectus, as the case may be, by execution of the form of transfer under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing. In this schedule "transferor" shall where the context permits or requires include joint transferors and be construed accordingly.
3. The Registered Instrument to be transferred must be delivered for registration to the office of the relevant Registrar accompanied by such other evidence (including legal opinions) as such Registrar may reasonably require to prove the title of the transferor or his right to transfer such Registered Instrument and his identity and, if the form of transfer is executed by some other person on his behalf or in the case of the execution of a form of transfer on behalf of a corporation by its officers, the authority of that person or those persons to do so. The signature of the person effecting a transfer of a Registered Instrument shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the relevant Registrar may require.
4. The Instrument Certificate issued in respect of the Registered Instrument to be transferred must be surrendered for registration, together with the form of transfer (including any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed thereon, duly completed and executed, at the Specified Office of the relevant Registrar, and together with such evidence as the relevant Registrar may reasonably require to prove the title of the transferor and the authority of the persons who have executed the form of transfer. The signature of the person effecting a transfer of a Registered Instrument shall conform to any list of duly authorised specimen signatures supplied by the Holder of such Registered Instrument or be certified by a financial institution in good standing, notary public or in such other manner as the relevant Registrar may require.
5. No Holder of Registered Instruments may require the transfer of a Registered Instrument to be registered during the period of 15 calendar days ending on the due date for any payment of principal or interest in respect of such Instrument.
6. No Holder of Registered Instruments which has executed a form of proxy in relation to a meeting may require the transfer of a Registered Instrument covered by such form of proxy to be registered until the earlier of the conclusion of the meeting and its adjournment for want of a quorum.
7. The executors or administrators of a deceased Holder of a Registered Instrument (not being one of several joint Holders) and in the case of the death of one or more of several joint Holders the survivor or survivors of such joint Holders shall be the only persons recognised by SEK as having any title to such Registered Instruments.

8. Any person becoming entitled to any Registered Instruments in consequence of the death or bankruptcy of the Holder of such Registered Instruments may, upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the relevant Registrar may require (including legal opinions), become registered himself as the Holder of such Registered Instruments or, subject to those Regulations, the Registered Instruments and the Conditions as to transfer, may transfer such Registered Instruments. SEK and the relevant Registrar may retain any amount payable upon the Registered Instruments to which any person is so entitled until such person shall be so registered or shall duly transfer the Registered Instruments.
9. Unless otherwise requested by him and agreed by SEK and the relevant Registrar, the Holder of any Registered Instrument shall be entitled to receive only one Instrument Certificate in respect of his holding.
10. The joint Holders of a Registered Instrument shall be entitled to one Instrument Certificate only in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint Holder whose name appears first in the Register in respect of the joint holding.
11. Where there is more than one transferee (to hold other than as joint Holders), separate forms of transfer (obtainable from the Specified Office of the relevant Registrar or any Transfer Agent) must be completed in respect of each new holding.
12. A Holder of Registered Instruments may transfer all or part only of his holding of Registered Instruments **provided that** both the principal amount of Registered Instruments transferred and the principal amount of the balance not transferred are a Specified Denomination. Where a Holder of a Registered Instruments has transferred part only of his holding comprised therein there shall be delivered to him an of Registered Instruments, a new Instrument Certificate in respect of the balance of such holding will be delivered to him.
13. SEK and the relevant Registrar shall, save in the case of the issue of replacement Registered Instruments pursuant to Condition 18 (*Replacement of Instruments*), make no charge to the Holders for the registration of any holding of Registered Instruments or any transfer thereof or for the issue of any Registered Instruments or for the delivery thereof at the Specified Office of the Registrar or by uninsured post to the address specified by the Holder, but such registration, transfer, issue or delivery shall be effected against such indemnity from the Holder or the transferee thereof as the relevant Registrar may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such registration, transfer, issue or delivery.
14. Provided a transfer of a Registered Instrument is duly made in accordance with all applicable requirements and restrictions upon transfer and the Registered Instrument(s) transferred are presented to the relevant Registrar in accordance with the Fiscal Agency Agreement and these Regulations, and subject to unforeseen circumstances beyond the control of the relevant Registrar arising, the relevant Registrar will, within five business days of a request for transfer being duly made, deliver at its Specified Office to the transferee or despatch by uninsured post (at the request and risk of the transferee) to such address as the transferee entitled to the Registered Instruments in relation to which such Instrument Certificate is issued may have specified, an Instrument Certificate in



respect of which entries have been made in the relevant Register, all formalities complied with and the name of the transferee completed on the Instrument Certificate on behalf of the relevant Registrar. In the case of a transfer of part only of a Registered Instrument, a new Instrument Certificate in respect of the balance of the Registered Instrument transferred will be so delivered to the transferor by or on behalf of the relevant Registrar; and, for the purposes of this paragraph, "business day" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the cities in which the relevant Registrar has its Specified Office.

15. No transfer of a DTC Registered Instrument may be effected unless:
  - (a) such Instrument is transferred in a transaction that does not require registration under the Securities Act and is not in violation of the United States Investment Company Act of 1940;
  - (b) such transfer is effected in accordance with the provisions of any restrictions on transfer specified in the legends (if any) set forth on the face of the Instrument Certificate issued in relation to such Instrument;
  - (c) the transferee delivers to the DTC Registrar a form of transfer (including any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed on the Instrument Certificate issued in relation to such Instrument; and
  - (d) if SEK so requests, the DTC Registrar receive an opinion of counsel satisfactory to all of them.
16. If DTC Instrument Certificates are issued upon the transfer, exchange or replacement of DTC Instrument Certificates not bearing the Rule 144A Legend, the DTC Instrument Certificates so issued shall not bear the Rule 144A Legend. If DTC Instrument Certificates are issued upon the transfer, exchange or replacement of DTC Instrument Certificates bearing the Rule 144A Legend, or if a request is made to remove the Rule 144A Legend from an DTC Instrument Certificate, the DTC Instrument Certificates so issued shall bear the Rule 144A Legend, or the Rule 144A Legend shall not be removed (as the case may be) unless there is delivered to SEK and the DTC Registrar such evidence (which may include an opinion of counsel reasonably satisfactory to SEK) as may be reasonably required by SEK that neither the Rule 144A Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act or that the DTC Registered Instruments in relation to which such DTC Instrument Certificates are issued are not "restricted securities" within the meaning of Rule 144 under the Securities Act. Upon receipt of written notification from SEK that the evidence presented is satisfactory, the DTC Registrar shall authenticate and deliver a DTC Instrument Certificate that does not bear the Rule 144A Legend. If:
  - (a) the Rule 144A Legend is removed from the face of an Instrument Certificate and the Instrument in respect of which such Instrument Certificate is issued is subsequently held by SEK or an Affiliate of SEK; and
  - (b) the DTC Registrar is notified in writing by SEK that the Instrument in respect of which such Instrument Certificate is issued is so held,

then the Rule 144A Legend shall be reinstated and SEK and/or the Transfer Agent shall, upon its acquisition of such a Instrument or upon obtaining actual knowledge that such Instrument is held by such Affiliate, notify the DTC Registrar thereof in writing.

17. Notwithstanding any provision to the contrary herein, so long as DTC Registered Instruments are represented by a Global Instrument Certificate which are held by or on behalf of DTC, transfers, exchanges or replacements of the DTC Registered Instruments represented thereby such Global Instrument Certificates shall only be made in accordance with the legends relating to DTC set forth thereon.

**SCHEDULE 12**  
**THE SPECIFIED OFFICES OF THE PAYING AGENTS AND THE REGISTRARS**

The Fiscal Agent and Paying Agent:

**Deutsche Bank AG, London Branch**

Address: Winchester House  
1 Great Winchester Street  
London EC2N 2DB

E-mail: TSS-GDS.EUR@db.com  
Attention: Debt and Agency Services

The International Registrar and Transfer Agent:

**Deutsche Bank Luxembourg S.A.**

Address: 2 Boulevard Konrad Adenauer  
L-1115 Luxembourg

Attention: Coupon Paying Department

DTC Registrar, DTC Paying Agent and DTC Transfer Agent

**Deutsche Bank Trust Company Americas**

Address: 1 Columbus Circle, 17th Floor, Mailstop  
NYC01-1710  
New York, NY 10019  
U.S.A.

Attention: Corporate Trust and Agency Services

With a copy to:

**Deutsche Bank National Trust Company**

Address: 100 Plaza One, 6th Floor  
MS: 0699  
Jersey City, NJ 07311-3901  
United States of America

Attn: Trust & Securities Services

**SCHEDULE 13**  
**DUTIES UNDER THE ISSUER-ICSDS AGREEMENT**

In relation to each Tranche of Instruments that are, or are to be, represented by an NGI Temporary Global Instrument or an NGI Permanent Global Instrument, the Fiscal Agent will comply with the following provisions:

1. *Initial issue outstanding amount:* The Fiscal Agent will inform each of the ICSDs, through the Common Service Provider appointed by the ICSDs to service the Instruments, of the initial issue outstanding amount (the "**IOA**") for such Tranche on or prior to the relevant Issue Date.
2. *Mark up or mark down:* If any event occurs that requires a mark up or mark down of the records which an ICSD holds for its customers to reflect such customers' interest in the Instruments, the Fiscal Agent will (to the extent known to it) promptly provide details of the amount of such mark up or mark down, together with a description of the event that requires it, to the ICSDs (through the Common Service Provider) to ensure that the IOA of the Instruments remains at all times accurate.
3. *Reconciliation of records:* The Fiscal Agent will at least once every month reconcile its record of the IOA of the Instruments with information received from the ICSDs (through the Common Service Provider) with respect to the IOA maintained by the ICSDs for the Instruments and will promptly inform the ICSDs (through the Common Service Provider) of any discrepancies.
4. *Resolution of discrepancies:* The Fiscal Agent will promptly assist the ICSDs (through the Common Service Provider) in resolving any discrepancy identified in the IOA of the Instruments.
5. *Details of payments:* The Fiscal Agent will promptly provide the ICSDs (through the Common Service Provider) details of all amounts paid by it under the Instruments (or, where the Instruments provide for delivery of assets other than cash, of the assets so delivered).
6. *Change of amount:* The Fiscal Agent will (to the extent known to it) promptly provide to the ICSDs (through the Common Service Provider) notice of any changes to the Instruments that will affect the amount of, or date for, any payment due under the Instruments.
7. *Notices to Holders of Instruments:* The Fiscal Agent will (to the extent known to it) promptly provide to the ICSDs (through the Common Service Provider) copies of all information that is given to the holders of the Instruments.
8. *Communications from ICSDs:* The Fiscal Agent will promptly pass on to SEK all communications it receives from the ICSDs directly or through the Common Service Provider relating to the Instruments.
9. *Default:* The Fiscal Agent will (to the extent known to it) promptly notify the ICSDs (through the Common Service Provider) of any failure by SEK to make any payment or delivery due under the Instruments when due.

SCHEDULE 14  
FORM OF TRANSFER CERTIFICATE

Deutsche Bank Trust Company Americas

as DTC Registrar

**AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)**  
**(Swedish Export Credit Corporation)**  
*(Incorporated in the Kingdom of Sweden with limited liability)*

**Unlimited Programme for the Continuous Issuance of Debt Instruments**

[Currency] [Amount]  
[Title]  
(the "**Instruments**")

We refer to the fiscal agency agreement dated 1 April 2022 (as amended or supplemented from time to time, the "**Fiscal Agency Agreement**") in relation to the Instruments of Aktiebolaget Svensk Exportkredit (publ) ("**SEK**") and made between SEK, Deutsche Bank Trust Company Americas as DTC Registrar (the "**DTC Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Instruments), Deutsche Bank Luxembourg S.A. as transfer agent, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein. Capitalised terms used but not defined herein shall have the meanings given to them in the Fiscal Agency Agreement. Other terms shall have the meanings given to them in Regulation S under the United States Securities Act of 1933, as amended (the "**Securities Act**").

We, as transferor (the "**Transferor**") of [Currency]\_\_\_\_\_ in principal amount of our beneficial interest in Instruments represented by the [Unrestricted/Restricted] *(delete as appropriate)* Global Instrument Certificate, hereby request a transfer of *(tick one of the following boxes)*:

1. ☐ our beneficial interest in the *Unrestricted Global Instrument Certificate* (ISIN: [•], Common Code: [•], CUSIP Number: [•]) to a purchaser wanting to receive a beneficial interest in the *Restricted Global Instrument Certificate* (ISIN: [•], Common Code: [•], CUSIP Number: [•]); or
2. ☐ our beneficial interest in the *Restricted Global Instrument Certificate* to a purchaser wanting to receive a beneficial interest in the *Unrestricted Global Instrument Certificate* (TICK BOX B OR C BELOW, AS APPLICABLE).

In connection with such request, and in respect of such Instruments, we, the Transferor, hereby certify that such Instruments are being transferred in accordance with the transfer restrictions set forth in the [Final Terms/ Pricing Supplement /Drawdown Prospectus] dated [•] relating to the Instruments and any legend on the relevant Global Instrument Certificate and that we are transferring such Instrument(s) *(tick one of the following boxes)*:

- (A) ☐ to a person whom the Transferor reasonably believes is purchasing for its own account or accounts as to which it exercises sole investment discretion; such person and each such account is a qualified institutional buyer (as defined in Rule 144A under the

Securities Act); the purchaser is aware that the sale to it is being made in reliance upon Rule 144A; and such transaction meets the requirements of Rule 144A and is in accordance with any applicable securities laws of any state of the United States or any other jurisdiction;

OR

(B) ☐ in accordance with Regulation S under the Securities Act, and, accordingly, we hereby certify that:

(i) the offer of the Instruments was not made to a person in the United States;

*(tick box for one of alternative sub-paragraphs (ii) as appropriate)*

☐ (ii) at the time the buy order was originated, the buyer was outside the United States or the Transferor or any person acting on its behalf reasonably believed that the buyer was outside the United States;

OR

☐ the transaction was executed in or on or through the facilities of a designated offshore securities market and neither the Transferor nor any person acting on its behalf knows that the transaction was prearranged with a buyer in the United States;

(iii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or 904(b) of Regulation S, as applicable; and

(iv) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act;

OR

(C) ☐ pursuant to an exemption from registration provided by Rule 144 under the Securities Act, if available.

If none of the foregoing boxes is checked, the DTC Registrar shall not be obliged to effect the exchange of interests in the Global Instrument Certificates to reflect the transfer of the beneficial interests in the Global Instrument Certificate contemplated by this transfer certificate.

This certificate and the statements contained herein are made for your benefit and the benefit of SEK.

Yours faithfully,

.....  
*for and on behalf of*  
[*Transferor*]

Date: .....

SIGNATURES

AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)

By: /s/ Stefan Friberg  
Stefan Friberg  
Chief Financial Officer

By: /s/ Anna Finnskog  
Anna Finnskog  
Acting Head of Treasury

*Signature page to the Fiscal Agency Agreement.*

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(as Fiscal Agent and Paying Agent)

By:

By:

By:

By: /s/ Jeffrey Schoenfeld  
Jeffrey Schoenfeld  
Vice President

/s/ Irina Golovashchuk  
Irina Golovashchuk  
Vice President

**DEUTSCHE BANK NATIONAL TRUST COMPANY**

*Signature page to the Fiscal Agency Agreement.*

EXECUTION VERSION

1 APRIL 2022

AKTIEBOLAGET SVENSK EXPORTKREDIT (PUBL)  
UNLIMITED PROGRAMME FOR THE CONTINUOUS  
ISSUANCE OF DEBT INSTRUMENTS

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DEED OF COVENANT

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**BY:**

- (1) **AKTIEBOLAGET SVENSK EXPORTKREDIT (publ) ("SEK");**

**IN FAVOUR OF**

- (2) **THE ACCOUNT HOLDERS** from time to time (the "**Account Holders**") of Euroclear Bank SA/NV, Clearstream Banking, *société anonyme* and The Depositary Trust Company and any other clearing system (except for the Scandinavian Clearing Systems, as defined below) which may be specified in the relevant Final Terms, Pricing Supplement or Drawdown Prospectus, as the case may be, (together the "**Clearing Systems**" and each a "**Clearing System**"); and
- (3) **THE PERSONS** from time to time registered as holders either of the Registered Instruments or of Scandinavian Instruments held in, as the case may be, Euroclear Sweden AB ("**ESw**"), Euroclear Finland ("**EFi**") and VP Securities A/S ("**VP**", and together with ESw and EFi, the "**Scandinavian Clearing Systems**") (the "**Registered Holders**" and, together with the Account Holders, the "**Beneficiaries**").

**WHEREAS:**

- (A) SEK has established a programme (the "**Programme**") for the continuous issuance of debt instruments ("**Instruments**"). In connection with the Programme, SEK has prepared a base prospectus dated 1 April 2022 (the "**Base Prospectus**") and has entered into a Fiscal Agency Agreement dated 1 April 2022 (the "**Fiscal Agency Agreement**") with Deutsche Bank AG, London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Instruments) and the other parties referred to therein as the same may be amended, supplemented or replaced from time to time. In connection with each issue of Instruments in uncertificated and dematerialised book entry form issued in accordance with the Swedish Financial Instruments Accounts Act (SFS 1998: 1479), as amended (the "**SFIA Act**"), the Finnish Book-Entry System Act (FI 826/1991), as amended (the "**FBES**") and the Danish Securities Trading Act (Consolidated Act No. 360 of 6 May 2009), as amended (the "**Danish Securities Act**") (the "**ESw Instruments**", the "**EFi Instruments**", the "**VP Instruments**" respectively, and together the "**Scandinavian Instruments**"), the ESw Agreement, EFi Agreement and VP Agreement, respectively (together, the "**Scandinavian Agreements**") between SEK and the relevant Scandinavian Clearing System will apply to the Scandinavian Instruments in place of, and in full substitution for, the Fiscal Agency Agreement (save in respect of Schedule 10 (*Provisions for Meetings of Holders of Instruments*) thereto).
- (B) Instruments may be issued:
- (i) in accordance with Regulation S and which are not issued as part of a series which is also offered in accordance with Rule 144A, in either bearer form (the "**Bearer Instruments**") or in registered form (the "**International Registered Instruments**"); or

- (ii) in registered form, which are issued as part of a series which is solely or also offered in accordance with Rule 144A, in restricted and/or unrestricted global or individual instrument certificate form (the "**DTC Registered Instruments**", and together with the International Registered Instruments, the "**Registered Instruments**"); or
  - (iii) in the case of the Scandinavian Instruments, in uncertificated and dematerialised book entry form, with the legal title thereto being evidenced by book entries in the register kept by the relevant Scandinavian Clearing System and will not therefore be represented by certificates of any kind.
- (C) Each Tranche of Bearer Instruments will initially be in the form of either a Temporary Global Instrument or a Permanent Global Instrument, in each case as specified in the relevant Final Terms. Each Temporary Global Instrument will be exchangeable for a Permanent Global Instrument or, if so specified in the relevant Final Terms, for Definitive Instruments. Each Permanent Global Instrument will be exchangeable for Definitive Instruments in accordance with its terms. Registered Instruments will not be exchangeable for Bearer Instruments or the Scandinavian Instruments, and vice-versa.
- Each Tranche of International Registered Instruments will be represented by individual international instrument certificates ("**Individual International Instrument Certificates**") available for physical delivery only or one or more global international instrument certificates ("**Global International Instrument Certificates**") exchangeable for Individual International Instrument Certificates, as may be specified in the relevant Final Terms.
- Each Tranche of DTC Registered Instruments will be represented by global instrument certificates ("**Global Instrument Certificates**"), in restricted or unrestricted form, exchangeable for individual instrument certificates ("**Individual Instrument Certificates**"), in restricted or unrestricted form, as applicable.
- Definitive Instruments will not be issued in respect of any Scandinavian Instruments.
- (D) SEK wishes to constitute the Registered Instruments and the Scandinavian Instruments by deed poll and to make arrangements for the protection of the interests of Relevant Account Holders in certain circumstances.

NOW THIS DEED OF COVENANT WITNESSES as follows:

1. **INTERPRETATION**

1.1 **Definitions**

All terms and expressions which have defined meanings in the Base Prospectus, the Dealership Agreement or the Fiscal Agency Agreement shall have the same meanings in this Deed of Covenant except where the context requires otherwise or unless otherwise stated or otherwise defined herein. In addition, in this Deed of Covenant the following expressions have the following meanings:

"**Bearer Global Instrument**" means as the context may require, a Permanent Global Instrument or a Temporary Global Instrument.

"**Conditions**" has the meaning given in the Base Prospectus except that, in relation to any particular Tranche of Instruments, it means the Conditions (as defined in the Base Prospectus) as completed, supplemented, amended and/or replaced by the relevant Final Terms, and any reference to a numbered Condition shall be construed accordingly.

"**Determination Date**" means, in relation to any Global Instrument, the date on which such Global Instrument becomes void in accordance with its terms.

"**Direct Rights**" means, in relation to any Global Instrument, those rights which each Relevant Account Holder would have had in respect of the Instruments if, immediately before the Determination Date in relation to the relevant Global Instrument, Definitive Instruments, Individual International Instrument Certificates or Individual Instrument Certificates (as the case may be) had been issued in its favour by SEK in exchange for its interest in the relevant Global Instrument in an aggregate principal amount equal to the Principal Amount of such Relevant Account Holder's Entries relating to such Global Instrument, including, without limitation, rights to receive all payments of principal and any interest in respect of the Instruments represented by such Definitive Instruments, Individual International Instrument Certificates or Individual Instrument Certificates (as the case may be) as if such Definitive Instruments, Individual International Instrument Certificates or Individual Instrument Certificates, respectively, had (where required by the Conditions) been duly presented and (where required by the Conditions) surrendered on the due date in accordance with the Conditions. Anything which might prevent the issuance of Definitive Instruments, Individual International Instrument Certificates or Individual Instrument Certificates in an aggregate principal amount equal to the Principal Amount of any Entry of any Relevant Account Holder shall be disregarded for the purposes of this definition, but without prejudice to its effectiveness for any other purpose.

"**Entry**" means, in relation to a Global Instrument, any entry which is made in the securities account of any Relevant Account Holder with a Clearing System in respect of Instruments represented by such Global Instrument.

"**Global Instrument**" means a Bearer Global Instrument and/or a Registered Global Instrument, as the context may require.

"**Principal Amount**" means, in respect of any Entry, the aggregate principal amount of the Instruments to which such Entry relates.

"**Registered Global Instrument**" means, as the context may require, (i) in the case of an International Registered Instruments, a Global International Instrument Certificate; and (ii) in the case of DTC Registered Instruments, a Global Instrument Certificate.

"**Registrar**" means the registrar appointed from time to time in connection with the Registered Global Instruments as provided in the Conditions of the relevant Instruments.

"**Relevant Account Holders**" means those Account Holders (other than the Clearing Systems to the extent to which they are account holders with each other for the purposes of operating the "bridge" between them) to whose securities clearance accounts Instruments represented by the relevant Global Instrument are, on the Determination Date, credited, and any reference to a "**Relevant Account Holder**" is to any one of them.

1.2 **Clauses**

Any reference in this Deed of Covenant to a Clause is, unless otherwise stated, to a clause hereof.

1.3 **Other agreements**

All references in this Deed of Covenant to an agreement, instrument or other document (including the Base Prospectus, the Dealership Agreement and the Fiscal Agency Agreement) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time. In addition, in the context of any particular Tranche of Instruments, each reference in this Deed of Covenant to the Base Prospectus shall be construed as a reference to the Base Prospectus as completed, supplemented, amended and/or replaced by the relevant Final Terms.

1.4 **Legislation**

Any reference in this Deed of Covenant to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

1.5 **Headings**

Headings and sub-headings are for ease of reference only and shall not affect the construction of this Deed of Covenant.

1.6 **Final Terms, Pricing Supplement or Drawdown Prospectus**

In the case of a Tranche of Instruments issued pursuant to a Drawdown Prospectus, each reference in this Deed of Covenant to "Final Terms" shall be read and construed as a reference to such Drawdown Prospectus unless the context requires otherwise.

In the case of a Tranche of Instruments issued pursuant to a Pricing Supplement, each reference in this Deed of Covenant to "Final Terms" shall be read and construed as a reference to such Pricing Supplement unless the context requires otherwise.

2. **DIRECT RIGHTS**

If a Global Instrument becomes void in accordance with the terms thereof, then each Relevant Account Holder shall acquire against SEK the Direct Rights applicable to such Relevant Account Holder and such Global Instrument. SEK agrees that such Direct Rights shall, by virtue of this Deed of Covenant, be acquired by such Relevant Account Holder immediately upon the relevant Global Instrument becoming void, without any need for any further action by any person.

3. **EVIDENCE**

3.1 **Records**

The records of the relevant Clearing System shall, in the absence of manifest error, be conclusive as to the identity of the Relevant Account Holders and the Principal Amount of any Entry credited to the securities clearance account of each Relevant Account Holder with such Clearing System at any time. Any statement issued by a Clearing System as to its records shall, in the absence of manifest error, be conclusive evidence of the records of the relevant Clearing System for all purposes of this Deed of Covenant (but without prejudice to any other means of producing such records in evidence).

4. **BENEFIT OF DEED OF COVENANT**

4.1 Any Instruments issued under the Programme on or after the date of this Deed of Covenant shall have the benefit of this Deed of Covenant but shall not have the benefit of any subsequent deed of covenant relating to the Programme (unless expressly so provided in any such subsequent deed).

4.2 This Deed of Covenant shall take effect as a deed poll for the benefit of the Beneficiaries from time to time.

4.3 This Deed of Covenant shall enure to the benefit of each Beneficiary and its (and any subsequent) successors and assigns, each of which shall be entitled severally to enforce this Deed of Covenant against SEK.

4.4 SEK shall not be entitled to assign or transfer all or any of its rights, benefits and obligations hereunder.

5. **THE REGISTERED INSTRUMENTS AND THE SCANDINAVIAN INSTRUMENTS**

5.1 SEK hereby constitutes the Registered Instruments and the Scandinavian Instruments and covenants in favour of each Registered Holder that it will duly perform and comply with the obligations expressed to be undertaken by it in each Global International Instrument Certificate, Individual International Instrument Certificate, Global Instrument Certificate or Individual Instrument Certificate (as the case may be), in the case of Registered Instruments, and in the Conditions in the case of the Registered Instruments and the Scandinavian Instruments (and for this purpose any reference in the Conditions to any obligation or payment under or in respect of the Instruments shall be construed to include a reference to any obligation or payment under or pursuant to this provision).

5.2 The Conditions of the Scandinavian Instruments as set out in the Base Prospectus shall be deemed to be incorporated by reference in, and to form part of, this Deed of Covenant and shall have effect as if they had been set out in full herein and references therein to the "relevant Final Terms" shall, in the case of any Tranche of ESw Instruments, EFi Instruments or VP Instruments, as the case may be, be deemed to be references to Final Terms or Pricing Supplement or Drawdown Prospectus in respect of such Tranche deposited by SEK with ESw, EFi or VP, as the case may be, and the relevant Issuing Agent.



6. **DEPOSIT OF DEED OF COVENANT**

An original of this Deed of Covenant shall be deposited with and held by each of the Fiscal Agent and each Registrar (other than ESw, EFi or VP in the case of Scandinavian Instruments) until the date on which all the obligations of SEK under or in respect of the Instruments (including, without limitation, its obligations under this Deed of Covenant) have been discharged in full. SEK hereby acknowledges the right of every Beneficiary to the production of this Deed of Covenant.

7. **WAIVER AND REMEDIES**

No failure to exercise, and no delay in exercising, on the part of any Beneficiary, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law.

8. **STAMP DUTIES**

SEK shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which are payable upon or in connection with the execution and delivery of this Deed of Covenant, and shall, to the extent permitted by law, indemnify each Beneficiary against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs as a result or arising out of or in relation to any failure to pay or delay in paying any of the same.

9. **PARTIAL INVALIDITY**

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

10. **NOTICES**

- 10.1 All notices and other communications to SEK hereunder shall be made in writing (by letter or electronic communication) and shall be sent to SEK at:

Address: Fleminggatan 20  
P.O. Box 194  
SE-101 23 Stockholm  
Sweden

Email: NewIssueDesk@sek.se  
Attention: Treasury Support

or such other address or for the attention of such other person or department as SEK has notified to the Beneficiaries in the manner prescribed for the giving of notices in connection with the Instruments.

- 10.2 Every notice or other communication sent in accordance with this Clause 10.2 shall be effective, in the case of letter, upon receipt by SEK and, in the case of an electronic communication, upon the relevant receipt of such communication being read is given or, where no read receipt is requested by the sender, at the time of sending **provided that** no delivery failure notification is received by the sender within 24 hours of sending such communication; **provided, however, that** any such notice or other communication which would otherwise take effect after 4.00 p.m. (Stockholm time) on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of SEK.
11. **LAW AND JURISDICTION**
- 11.1 This Deed of Covenant and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 11.2 The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising from or connected with this Deed of Covenant (including a dispute regarding the existence, validity or termination of this Deed of Covenant) or the consequences of its nullity.
- 11.3 SEK agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- 11.4 Clause 11.2 is for the benefit of the Beneficiaries only. As a result, nothing in this Clause 11 prevents the Beneficiaries from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law (save as aforesaid), the Beneficiaries may take concurrent Proceedings in any number of jurisdictions.
- 11.5 SEK agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to The Trade Commissioner for the time being at Business Sweden - The Swedish Trade and Invest Council, 5 Upper Montagu Street, London, W1H 2AG, United Kingdom (or its other address in England from time to time) or, in the event that such person ceases to be the Trade Commissioner, such other person as shall be the Trade Commissioner from time to time. If the appointment of the said person ceases to be effective, SEK shall on the written demand of any Beneficiaries appoint another person in England to accept service of process in any other manner permitted by law. Nothing in this paragraph shall affect the right of any Beneficiary to serve process in any other manner permitted by law. This clause applies to Proceedings in England and to Proceedings elsewhere.

IN WITNESS WHEREOF this Deed of Covenant has been executed as a deed by SEK and is intended to be and is hereby delivered on the day and year first before written.

EXECUTED as a deed under )  
Seal by AKTIEBOLAGET SVENSK EXPORTKREDIT (publ) )  
Acting by )  
In the presence of: /s/ Stefan Friberg )  
Stefan Friberg )  
Chief Financial Officer )

EXECUTED as a deed under )  
Seal by AKTIEBOLAGET SVENSK EXPORTKREDIT (publ) )  
Acting by )  
In the presence of: /s/ Anna Finnskog )  
Anna Finnskog )  
Acting Head of Treasury )

Signature page to the Deed of Covenant.

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17 January 2023

**Re: Proposed changes to ASX Austraclear Registry and IPA Services Agreement and Standard Terms**

Dear Company Officer

The purpose of this letter is to advise you (as an issuer using Austraclear's Registry and IPA Services) of some changes to the ASX Austraclear Registry and IPA Services Agreement (**Agreement**) and the ASX Austraclear Registry and IPA Services Standard Terms (**Standard Terms**) that you have with Austraclear Services Limited (**ACSL**). The Agreement and Standard Terms should be read together.

**Outline of changes**

As you may be aware, the Reserve Bank of Australia (**RBA**) has been encouraging the domestic market to include fallback provisions in the terms for floating rate notes and marketed asset-backed securities, to ensure the robustness of these financial products in the event the referenced benchmark rate is discontinued. The RBA has published new repo eligibility criteria which require fallback provisions to be included in the terms for floating rate notes and marketed asset-backed securities issued on or after 1 December 2022 that reference BBSW. Please see <https://www.rba.gov.au/media-releases/2021/mr-21-20.html> for further information.

To facilitate these new requirements, Austraclear has amended Clause 16.1 (Appointment as calculation agent) of the Standard Terms to contemplate an alternative rate to BBSW.

Austraclear has also taken this opportunity to update a number of other clauses in the Agreement and Standard Terms.

These changes are reflected in the marked up copies of the Agreement and Standard Terms attached to this letter.

**Acceptance process**

ACSL may only amend the terms of the Agreement with your consent. However, Clause 1 of the Agreement and Clause 1.2 of the Standard Terms allow ACSL to change the Standard Terms from time to time. The changes to the Standard Terms will take effect upon the earlier of the following:

- a) you notifying ACSL of your acceptance of the change;
- b) you requesting ACSL to provide a Service after notification of the change; or
- c) the expiry of 20 Business Days from the date of notification of the change, if you have not notified ACSL that you do not accept the change.

To accept the changes to the Agreement and Standard Terms, please arrange for a copy of this letter to be countersigned below by an appropriately authorised person. The changes to both documents will take effect when you notify us of your acceptance. If you do not accept the changes outlined in the attached documents, please advise us by no later than 15 February 2023 otherwise the changes to the Standard Terms will take effect from that date but your existing Agreement will remain unchanged.

Please do not hesitate to contact John Pearce on (02) 9227 0451 or [john.pearce@asx.com.au](mailto:john.pearce@asx.com.au) if you have any questions.

---

Yours sincerely

/s/ Suzy Munro  
**Suzy Munro**  
GM Securities and Payments Operations  
+61 (02) 9227 0304  
suzy.munro@asx.com.au

Executed on behalf of

**Aktiebolaget Svensk Exportkredit (publ)**  
(Insert Issuer name)

Signature  
Name of authorised signatory  
Title of authorised signatory  
Date

/s/ Mats Axelman	/s/ Jonas Ljungstrom
<b>Mats Axelman</b>	<b>Jonas Ljungstrom</b>



## The ASX Austraclear Registry and IPA Services Agreement

Between

Austraclear Services Limited (“ACSL”)  
ABN 28 003 284 419

and

**[insert name]** (“Issuer”)  
[ABN / ACN / ARBN / Registration no. / LEI [    ]]

---

## Details

Parties	ACSL and Issuer	
<b>ACSL</b>	Name	<b>Austraclear Services Limited</b>
	ABN	28 003 284 419
	Address	20 Bridge Street Sydney NSW 2000
	Telephone	612 8298 8476
	Email	<a href="mailto:jpa@asx.com.au">jpa@asx.com.au</a>
	Attention	Senior Manager, Settlement Operations
<b>Issuer</b>	Name	[    ]
	ABN / ACN / ARBN	[    ]
	/ Registration no. / LEI	
	Address	[    ]
	Telephone	[    ]
	Email	[    ]
	Attention	[    ]
	Is the Issuer acting as trustee?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If yes, specify:	Trust name:
		Trust deed parties:
	Trust deed date:	
<b>Category of Issuer</b>	Austraclear Participant	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If yes, specify Participant Code	[    ]
	If no, will a third party Austraclear Participant, other than ACSL, act as Issuer Representative for the Issuer?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If yes, specify details of Issuer Representative	
	Name	[    ]
	ABN / ACN / ARBN	[    ]
	Participant Code	[    ]
	Address	[    ]
	Telephone	[    ]
	Email	[    ]
Attention	[    ]	

<b>Types of Notes</b> (tick all boxes that apply) See the Standard Terms for definitions of the different types of Notes	<input type="checkbox"/>	Registered Notes
	<input type="checkbox"/>	Registered Notes (convertible to Paper Securities)
	<input type="checkbox"/>	Paper Securities
<b>Services</b> (tick all boxes that apply)	<input type="checkbox"/>	issuing <b>#Not available if Issuer is an Austraclear Participant which has a technical connection to the System#</b>
	<input type="checkbox"/>	for Registered Notes only, registry
	<input type="checkbox"/>	paying <b>#Not available if Issuer is an Austraclear Participant which has a technical connection to the System#</b>
	<input type="checkbox"/>	calculation <b># Available only in respect of certain types of Interest-bearing Notes: see clause 17.1 of the Standard Terms #</b>
	<input type="checkbox"/>	withholding tax collection service
		If collection services are required, please specify US <input type="checkbox"/>
<b>Other reports</b>		<b>#detail any specific reports here or insert "Not applicable"#</b>
<b>Additional terms</b>		<b>#detail any special conditions here or by reference to an Annexure to this agreement or insert "Not applicable".</b>
<b>Process agent</b>		Is the Issuer incorporated in Australia? Yes <input type="checkbox"/> No <input type="checkbox"/>
		If no, is the Issuer registered as a foreign company in Australia? Yes <input type="checkbox"/> No <input type="checkbox"/>
		If no, specify details of process agent acting through an office in Australia
		Name [ ]
		ABN / ACN / ARBN [ ]
		Address [ ]
		Telephone [ ]
		Email [ ]
		Attention [ ]
		The Issuer must provide ACSL with evidence that the process agent specified above has accepted its appointment as process agent.
<b>Recitals</b>	A	The Issuer proposes to issue Notes from time to time under the Issue Terms.
	B	The Issuer has requested and ACSL has agreed to provide the Issuer with the Services on the terms set out in this agreement.
<b>Date of agreement</b>		[ ]



## General

### 1 About the Services Agreement

The Services Agreement is made up of this agreement and The ASX Austraclear Registry and IPA Services Standard Terms (as published by ACSL from time to time and available online at [www.asx.com.au](http://www.asx.com.au) ("Standard Terms")) and any agreement in writing signed by both parties setting out the basis on which additional services will be provided under clause 3 of this agreement ("Additional Service Terms").

This agreement, the Standard Terms and the Additional Service Terms (if any) should be read together. Terms used in this agreement and the Standard Terms are explained in Part G (Interpretation) of the Standard Terms.

ACSL may change the Services Agreement and Standard Terms from time to time as reasonably required by ACSL, for example to reflect a change in the nature of the Services or where required to comply with any applicable law. ACSL will notify the Issuer of any such change which will take effect upon the earlier of:

- (a) the Issuer notifying ACSL of its acceptance of the change;
- (b) the Issuer requesting ACSL to provide a Service after notification of the change (for example, by requesting ACSL to provide a Service in relation to a new issue of Notes); or
- (c) the expiration of 60 days from the date of ACSL's notification of such change, if the Issuer has not within that time notified ACSL that it does not accept the change.

Notwithstanding clause 6, if the Issuer does not accept the change, then it may terminate the Standard Terms by providing no less than 20 Business Days written notice to ACSL at any time prior to the change taking effect.

### 2 Appointment

The Issuer appoints ACSL as its agent to provide one or more of the following services ("Services"):

- (a) issue Notes (see Part B of the Standard Terms);
- (b) maintain the Register and provide registry services (see Part C of the Standard Terms);
- (c) make payments of principal and interest (see Part D of the Standard Terms);

- (d) notify calculations (see Part E of the Standard Terms);

- (e) provide collection services in relation to foreign withholding taxes (see Part F of the Standard Terms),

if the service is nominated in the Details, together with any additional services agreed in accordance with clause 3, on the terms and conditions of the Services Agreement.

ACSL accepts its appointment in respect of the nominated services.

### 3 Additional services

The Issuer and ACSL may, from time to time, agree that ACSL will perform additional services in connection with transactions associated with the System. Any such agreement will be effective only if in writing signed by both parties. The additional services form part of the Services and will be subject to the terms and conditions of the Services Agreement.

In addition, if ACSL determines that there are functions the Issuer must perform which are not included in the Services and it is desirable for ACSL to perform them, it may give notice to the Issuer requesting the Issuer's consent to include those functions within the Services. If the Issuer consents to the request, the additional functions form part of the Services and will be subject to the terms and conditions of the Services Agreement.

### 4 Additional terms

If any additional terms are set out in the Details these also form part of this agreement. If the additional terms are inconsistent with the Standard Terms, the additional terms prevail to the extent of the inconsistency.

### 5 Operating Rules

If the Issuer is an Austraclear Participant, ACSL is not responsible for ensuring that the Issuer complies with the Operating Rules.

### 6 Indemnity and exclusion of liability

#### 6.1 Indemnity by the Issuer

The Issuer indemnifies ACSL against any liability or loss arising from, and any Costs incurred in connection with:

- (a) any third party claim in connection with ACSL's appointment under the Services Agreement or any activities

undertaken in connection with the Services Agreement (including any claim in connection with ACSL's obligations under Part F of the Standard Terms), provided that, in the case of any claim of any third party in connection with an Erroneous Payment, ACSL has complied with its obligation to pay Compensation to the Issuer in respect of the Erroneous Payment under clause 6.2; and

- (b) without limiting the generality of clause 6.1(a), any third party claim in connection with the payment of any amount (including in respect of Interest or Maturity Proceeds) in respect of any Note or Purported Note to its Owner (even if the payee may have a defective title or no title to the Note or Purported Note). This includes any liability, loss or Costs in connection with the Issuer's failure to ensure sufficient funds are available to ACSL to make the payment.

The Issuer agrees to pay an amount equal to any liability or loss and any Costs of the kind referred to in this indemnity incurred by ACSL's Related Entities and the respective officers, employees, agents and attorneys of ACSL and its Related Entities ("**Protected Person**").

The amounts referred to in the preceding paragraphs are not payable to the extent that they are due to any fraudulent, unlawful or negligent act or omission by ACSL or the Protected Person.

The Issuer agrees to pay amounts due under this clause 6.1 on demand from ACSL.

## 6.2 Compensation

If the Issuer has complied with its obligations under the provisions of the Standard Terms relating to payments to ACSL to enable ACSL to make payments of principal and/or interest (clause 14.3) and ACSL makes an Erroneous Payment, ACSL agrees to pay Compensation to the Issuer and for these purposes:

**Compensation** means an amount calculated as follows:

$$C = \frac{EP \times R \times D}{365}$$

where:

EP is the amount of the Erroneous Payment;

R is the ESA Interest Rate shown on the RITS Information Facility, and represents

the interest rate paid by the Reserve Bank of Australia on overnight balances in Exchange Settlement Accounts expressed as a percentage rate per annum; and

D is the number of days from and including the due date of the payment to but excluding the date the correct payment is made.

**Erroneous Payment** means a payment by ACSL which is:

- (a) erroneously made to a person or account otherwise than as agreed; or
- (b) made on a day later than when it is due.

ACSL is not liable for any consequential loss arising from any Erroneous Payment.

Compensation is not payable to the extent any Erroneous Payment is due to fraudulent or unlawful act or omission by the Issuer.

ACSL agrees to pay Compensation due under this clause 6.2 on demand from the Issuer within 20 Business Days of such demand (or, if earlier, the due date of such payment). ACSL will have no obligation to pay Compensation if the Issuer's demand is not made within 6 months after the date of the Erroneous Payment.

## 6.3 Issuer acknowledgments

The Issuer agrees that the payment of Compensation by ACSL under clause 6.2 satisfies in full ACSL's obligations to the Issuer in connection with any Erroneous Payment.

## 6.4 Claims under indemnity by the Issuer

If ACSL becomes aware of a claim, demand or action that may result in amounts being payable by the Issuer under clause 6.1 (a "**Claim**"), ACSL must notify the Issuer.

## 6.5 Conduct of claims

ACSL and the Issuer agree that:

- (a) if ACSL or the Protected Person, as the case may be, does not defend a Claim, or does not act reasonably diligently in doing so, the Issuer may, at its Cost, assume the defence of the Claim and retain legal advisers approved by ACSL or the Protected Person (not to be unreasonably withheld or delayed); and
- (b) ACSL or the Protected Person may retain, at its Cost, separate legal advisers and participate in the

defence of the Claim conducted by the Issuer.

#### 6.6 Limit on indemnity by the Issuer

The Issuer need not make any payment under clause 6.1 in respect of a Claim which is settled without the consent of the Issuer (not to be unreasonably withheld or delayed).

#### 6.7 Exclusion of liability

Subject to clause 6.2 and to the maximum extent permitted by law, ACSL is not liable for any claim, loss, damage or Cost incurred by the Issuer or any other person in connection with ACSL's appointment under the Services Agreement or any activities undertaken by ACSL in connection with the Services Agreement.

This exclusion of liability applies even if the claim, loss, damage or Cost incurred by the Issuer or other person is due to the negligence of ACSL or a Protected Person, but does not apply to the extent that it is due to fraud by ACSL or a Protected Person.

To the extent permitted by law, all implied warranties, guarantees or representations relating to the Agreement (including any applicable consumer guarantees under the Australian Consumer Law) are excluded. If any warranty, consumer guarantee or representation cannot be excluded but ACSL is able to limit the Issuer's remedy then, to the maximum extent permitted by law, the liability of ACSL for breach of that warranty, guarantee or representation will be limited to (at ACSL's option) the supplying of the services again or the payment of the cost of having the services supplied again.

#### 6.8 Limitation of liability

Subject to clause 6.2, and except for any liability that has already been limited or excluded by clause 6.7, to the maximum extent permitted by law any liability of ACSL for any claim, loss, damage or Cost arising from or incurred in connection with ACSL's appointment under the Services Agreement or any activities undertaken by ACSL in connection with the Services Agreement will not exceed:

- (a) subject to clause 6.8(b), in respect of each individual event giving rise to any such liability, \$1,000 per event; and
- (b) in the aggregate for all events giving rise to any such liability, an amount equal to the fees paid by the Issuer under or in connection with this Agreement in the 12 months prior to the event giving rise to the liability.

#### 6.9 Application

Each exclusion or limitation of liability applicable to ACSL also applies to protect each Protected Person, and applies whether under statute, in contract, tort (including negligence) or otherwise.

#### 7 Fees

The Issuer agrees to pay the fees specified in the Standard Terms and any additional fees, costs and other amounts as set out in the Standard Terms.

#### 8 General

##### 8.1 Counterparts

This agreement may consist of a number of copies each signed by one or more parties to the agreement. If so, the signed copies are treated as making up the one document.

##### 8.2 Governing law

This agreement is governed by the law in force in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

##### 8.3 Serving documents

Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at the address for service of notices of the party or its process agent specified in the Details in accordance with the Standard Terms.

##### 8.4 Appointment of process agent

Without prejudice to any mode of service allowed under any relevant law, the Issuer (other than an Issuer incorporated, or registered as a foreign company, in Australia):

- (a) irrevocably appoints the process agent specified in the Details as its process agent to receive any document in an action in connection with the Services Agreement; and
- (b) agrees that failure by the process agent to notify the Issuer of the receipt of any document in an action in connection with the Services Agreement will not invalidate the action concerned.

The Issuer agrees that service of documents on its process agent is sufficient service on it.

If for any reason the process agent ceases to act as process agent, the Issuer must immediately appoint another person acting through an office in Australia, as its process agent and ensure that

the replacement process agent accepts its appointment and confirms its appointment to

ACSL.

## Signing page

Each attorney who executes this agreement on behalf of a party declares that the attorney has no notice of the revocation or suspension of the power of attorney under which the attorney executes this agreement.

**SIGNED** for and on behalf of **AUSTRACLEAR  
SERVICES LIMITED** (ABN 28 003 284 419) by its  
authorised representative:

.....  
signature of authorised representative

.....  
name of authorised representative

date: .....

*[insert appropriate execution clause for the Issuer]*



# **The ASX Austraclear Registry and IPA Services Standard Terms**

Effective Date: 15 February 2023

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**Part A - General terms****1 About the Services Agreement****1.1 Constituent parts**

The Services Agreement is made up of the agreement signed by the Issuer and ACSL, these standard terms and any agreement signed by the Issuer and ACSL setting out the basis on which additional services will be provided under clause 3 of the agreement ("**Additional Service Terms**").

The agreement signed by the Issuer and ACSL, these standard terms and the Additional Service Terms (if any) should be read together. Terms used in the agreement signed by the Issuer and ACSL and these standard terms are explained in Part G (Interpretation) of these standard terms.

**1.2 Changes to the Standard Terms**

ACSL may change these standard terms from time to time as reasonably required by ACSL, for example to reflect a change in the nature of the Services or where required to comply with any applicable law. ACSL will notify the Issuer of any such change which will take effect upon the earlier of:

- (a) the Issuer notifying ACSL of its acceptance of the change;
- (b) the Issuer requesting ACSL to provide a Service after notification of the change (for example, by requesting ACSL to provide a Service in relation to a new issue of Notes); or
- (c) the expiration of 60 days from the date of ACSL's notification of such change, if the Issuer has not within that time notified ACSL that it does not accept the change.

Notwithstanding clause 6, if the Issuer does not accept the change, then it may terminate these standard terms by providing no less than 20 Business Days written notice to ACSL at any time prior to the change taking effect.

**1.3 Austraclear not a party**

The Issuer acknowledges that Austraclear is not a party to the Services Agreement and has no obligations under it.

**1.4 Place of performance**

Unless otherwise agreed, ACSL will perform the Services in Sydney, Australia.

**2 Relationship****2.1 Limit on ACSL's obligations and duties**

The parties acknowledge that to the extent permitted by law:

- (a) ACSL has no obligations except those set out in the Services Agreement;
- (b) the appointment of ACSL as agent does not mean that ACSL is a trustee for the benefit of, or is a partner of, or has a fiduciary duty to, or other fiduciary relationship with, the Issuer or any other person, except as expressly set out in the Services Agreement;
- (c) ACSL does not act as principal in any transaction performed as part of the Services and incurs no liability as principal;
- (d) ACSL does not warrant that the Services, or ACSL's method of performing them, are suitable for the Issuer's purposes; and
- (e) unless otherwise expressly agreed in the Services Agreement:
  - (i) ACSL only provides Services in respect of Notes which are lodged in the System; and
  - (ii) ACSL's appointment to provide Services in respect of Notes which are lodged in the System will automatically terminate if those Notes are uplifted (see clause 6.2).

**2.2 Issuer bound by ACSL's actions**

The Issuer agrees to be bound by anything properly done by ACSL in accordance with the Services Agreement.

**2.3 Agents, attorneys and delegates**

ACSL may engage agents and attorneys to perform any of the Services. ACSL may also delegate any of its rights or obligations under the Services Agreement with the consent of the Issuer.

**2.4 Other roles of ACSL**

ACSL may engage in any kind of other business with the Issuer or any of its Related Entities and may accept fees and other consideration in



connection with any other arrangement as if it were not the Issuer's agent and without having to account to the Issuer for any income it derives in doing so. The Issuer releases ACSL from any obligation it might otherwise have to the Issuer in relation to these matters.

## 2.5 Know Your Customer

If ACSL is required to comply with any know your customer checks and the information necessary is not already available to it, the Issuer agrees to supply such documents and other evidence as is reasonably requested to enable ACSL to so comply, each in form and substance satisfactory to ACSL (acting reasonably).

## 2.6 Consultation with advisers

ACSL may consult with reputable advisers satisfactory to it and the written advice of those advisers constitutes full and complete protection for ACSL with respect to any action taken or not taken in good faith and in reliance on that advice.

## 2.7 Reliance and knowledge

ACSL may rely on any communication or document from the Issuer which the recipient reasonably believes to be genuine and to have been signed or sent by an Authorised Officer of the Issuer.

ACSL is taken not to be aware of anything until an Authorised Officer of ACSL with day to day responsibility for the administration of the transactions contemplated by the Services Agreement has actual knowledge of sufficient facts to ascertain that the thing has occurred (or not occurred as the case may be).

## 2.8 Authorised Officers and Authorised Signatories

If the Issuer is not an Austraclear Participant, ACSL need not provide any Services until it has received a list of each Authorised Officer of the Issuer together with a certified copy of their signatures.

If the Issuer is an Austraclear Participant, ACSL may for the purposes of the Services Agreement rely on the list of Authorised Signatories lodged by the Issuer with Austraclear under the Operating Rules.

## 3 Fees

The Issuer agrees to pay fees for the Services as determined by ACSL from time to time.

Fees are payable within 20 Business Days of ACSL providing an invoice to the Issuer.

If the Issuer does not pay fees in full by the due date for payment, the Issuer agrees to pay interest on any outstanding amount at the Default Rate. The interest accrues daily from (and including) the due date to (but excluding) the date of actual payment (both before and after judgment as an independent obligation) and is calculated on actual days elapsed using a year of 365 days.

The Issuer agrees to pay interest under this clause on demand from ACSL.

The Issuer acknowledges that ACSL's fees are exclusive of GST and subject to clause 5.

## 4 Costs and stamp duty

### 4.1 Costs

The Issuer agrees to pay all Costs in connection with the negotiation, preparation, execution and completion of the Services Agreement.

### 4.2 Stamp duty

The Issuer agrees to:

- (a) pay all stamp duty (including fines and penalties) payable and assessed in connection with the Services Agreement and any transaction contemplated by the Services Agreement; and
- (b) indemnify on demand ACSL against any liability for the stamp duty (including fines and penalties).

## 5 GST

### 5.1 The Issuer must pay GST

In addition to the fees payable by the Issuer under clause 3, the Issuer must:

- (a) pay to ACSL an amount equal to the consideration for any Taxable Supply multiplied by the rate of GST under the GST Law without deduction or set-off of any other amount; and
- (b) pay to ACSL the amount calculated under clause 5.1(a) at the same time and manner as the relevant fees are payable.

ACSL will determine, in its sole discretion, whether or not any Taxable Supply is provided under the Services Agreement. The Issuer agrees to provide ACSL with any information reasonably requested by ACSL in order to allow it to make any such determination.

**5.2 Non taxable supplies**

If any part of the fees under the Services Agreement is referable to both a Taxable Supply and anything that is not a Taxable Supply the value of any Taxable Supply is to be determined by agreement between ACSL and the Issuer.

**5.3 Tax invoices**

ACSL must:

- (a) issue a tax invoice complying with the requirements of the GST Law to the Issuer on each Taxable Supply under the Services Agreement; and
- (b) include in the tax invoice all particulars required by the GST Law for the Issuer to be entitled to claim an input tax credit for the equivalent amount of GST payable to ACSL.

**6 Termination****6.1 Termination by either party**

The Issuer or ACSL may terminate the appointment of ACSL in respect of all or some of the Services by giving the other at least 20 Business Days' notice of its intention to do so. However, the notice must not expire in any period of 20 Business Days before the date for payment of Interest or Maturity Proceeds inclusive of the date of payment.

**6.2 Automatic termination**

Unless otherwise expressly agreed in the Services Agreement, if Notes which are lodged in the System are uplifted, ACSL's appointment to provide Services in respect of those Notes is automatically terminated.

**6.3 Effect of termination**

If the appointment of ACSL in respect of all or some of the Services is terminated:

- (a) each party must do everything reasonably possible to mitigate any loss arising from the termination;
- (b) all fees due and payable under clause 3 for those Services to the date of termination must be paid on a pro rata basis up to the date of termination (and ACSL agrees to refund any prepaid fees for those Services for the period after the date of termination unless the appointment is terminated by the Issuer without cause or under clause 6.2);
- (c) the provisions of the Services Agreement in relation to those Services

have continuing effect in respect of any rights or obligations arising before the date of termination or arising after the date of termination in respect of any act or omission occurring before the date of termination; and

- (d) all records maintained by ACSL in connection with those Services must be delivered to the Issuer and ACSL agrees to assist with the transfer of all information stored in electronic form to any successor agent. ACSL may retain a copy of the records on a confidential basis for audit, accounting and regulatory purposes.

**6.4 Discharge of further obligations**

When the appointment of ACSL in respect of all or some of the Services is terminated, ACSL is discharged from any further obligation under the Services Agreement in relation to those Services. This discharge does not prejudice any accrued right or obligation.

**7 Notices and other communications****7.1 Form - all communications**

Unless expressly stated otherwise in the Services Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with the Services Agreement must be in writing, signed by an Authorised Officer of the sender and marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

The Issuer must ensure that all details of each Authorised Officer of the Issuer (together with telephone numbers and specimen signatures) provided to ACSL are up to date.

ACSL need not comply with its obligations under the Services Agreement unless the person giving the instructions on behalf of the Issuer is an Authorised Officer of the Issuer and the instruction complies with this clause 7.

**7.2 Form - communications sent by email**

Communications sent by email need not be marked for attention in the way stated in clause 7.1. However, the email must state the first and last name of the person stated to have sent the email.

Communications sent by email are taken to be signed by the person stated to have sent the email (even if not the actual sender).

**7.3 Delivery**

Communications must be:

- (a) left at the address set out or referred to in the Details;
- (b) sent by prepaid ordinary post (airmail, if appropriate) to the address set out in or referred to in the Details; or
- (c) sent by email to the email address set out in or referred to in the Details.

However, if the intended recipient has notified a changed address or email address, then communications must be to that address or email address.

**7.4 When effective**

Communications take effect from the time they are received or taken to be received under clause 7.5 (whichever happens first) unless a later time is specified.

**7.5 When taken to be received**

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by email:
  - (i) when the sender receives an automated message confirming delivery; or
  - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first.

**7.6 Receipt outside business hours**

Despite clauses 7.4 and 7.5, if communications are received or taken to be received under clause 7.5 after 4.00 pm in the place of receipt or on a non-business day in that place, they are taken to be received at 9.00 am on the next business day in that place and take effect from that time unless a later time is specified.

**7.7 Forgeries**

ACSL does not incur any liability if the communication is later proven to be a forgery, an imitation or in any way false.

**8 Power of attorney**

The Issuer appoints each of ACSL and its Authorised Officers (each an "**Attorney**") individually as the Issuer's attorney to prepare and sign any instrument or obligation to be issued under the Services Agreement (and any document necessary or desirable for the issue of the instrument or obligation) and do any other things the Issuer authorises them to do.

The Issuer:

- (a) declares that the rights and powers given under this clause 8 remain in full force and effect until revoked by notice from the Issuer to ACSL;
- (b) agrees to ratify anything an Attorney does under this clause 8; and
- (c) indemnifies each Attorney against liability, or loss arising from, and any Costs incurred in connection with, the exercise of powers under this clause 8.

**9 General****9.1 Prompt performance**

If the Services Agreement specifies when a party is to perform an obligation, the party agrees to perform it by the time specified. Each party agrees to perform all other obligations promptly.

**9.2 Consents**

Each party agrees to comply with all conditions applicable to any consent the other party gives in connection with the Services Agreement.

**9.3 Discretion in exercising rights**

Unless the Services Agreement expressly provides otherwise, a party may exercise a right or remedy or give or refuse its consent under the Services Agreement in any way it considers appropriate (including by imposing conditions).

**9.4 Partial exercising of rights**

If a party does not exercise a right or remedy under the Services Agreement fully or at a given time, the party may still exercise it later.

**9.5 Indemnities**

Any indemnity or exclusion of liability in the Services Agreement is a continuing obligation, independent of a party's other obligations under the Services Agreement and continue after the Services Agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under the Services Agreement.

**9.6 Variation and waiver**

Subject to clause 1, a provision of the Services Agreement, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

**9.7 Confidentiality**

Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of the Services Agreement) except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under the Services Agreement;
- (b) to officers, employees, legal and other advisers and auditors of the party;
- (c) to any Related Entity of any party to the Services Agreement, provided the recipient agrees to act consistently with this clause 9.7;
- (d) with the consent of the party who provided the information (not to be unreasonably withheld or delayed);
- (e) as required by any law or stock exchange or any government or regulatory body.

The disclosing party must notify the non-disclosing party before it makes any disclosure under clause 9.7(e) or if that is not practicable, as soon as is reasonably practicable after disclosure.

Each party unconditionally consents to disclosures made in accordance with this clause 9.7

**9.8 Further steps**

Each party agrees (at the Cost of the Issuer) to do anything the other party reasonably asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to carry out and give full effect to the Services Agreement and the rights and obligations of the parties under it;
- (b) to bind the other party and any other person intended to be bound under the Services Agreement (and if necessary to ratify and accept any transaction undertaken by ACSL as part of the Services); and
- (c) to show whether the other party is complying with the Services Agreement.

**9.9 Inability to act**

Despite any other provision of the Services Agreement, no party need act if it is impossible to act due to any cause beyond its reasonable control (including act of God, war (whether declared or undeclared), terrorist act, riot, natural disaster, labour dispute, inability to obtain essential goods or services, failure of equipment, interruption of communications or computer facilities or law taking effect after the date of the Services Agreement).

**9.10 Entire agreement**

The Services Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on the subject matter.

**9.11 Severability**

If the whole or any part of a provision of the Services Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Services Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Services Agreement or is contrary to public policy.

**9.12 Immunity**

Each party represents and warrants to the other that neither it nor any asset owned by it is subject to any immunity from any suit or execution and each party irrevocably waives any right it may have to claim immunity.

**9.13 Assignment**

A party may not assign or otherwise deal with its rights under the Services Agreement or allow any interest in them to arise or be varied in each case, without the consent of the other party (not to be unreasonably withheld or delayed).

**Part B - ACSL as issuing agent**

*This part only applies if the Issuer appoints ACSL as its agent to issue Notes and provide issuing Services.*

**10 Issue of Notes**

(A) (if the Issuer is an Austraclear Participant) the Issuer; or

**10.1 Appointment as issuing agent**

(B) (if the Issuer is not an Austraclear Participant) an Austraclear Participant (other than ACSL) nominated by the Issuer; and

The Issuer appoints ACSL as its agent to issue Notes and provide issuing Services.

**10.2 Notice requirements**

If the Issuer wants to issue Notes under the Services Agreement, it must give ACSL:

- (a) at least 5 Business Days before the Issue Date, an Issue Notice signed by Authorised Officers. The Issue Notice must comply with clause 10.4;
- (b) at least 2 Business Days before the proposed Issue Date, a Trade Notice signed by Authorised Officers. The Trade Notice must comply with clause 10.3;
- (c) no later than the proposed Issue Date, the signed pricing supplement or equivalent document; and
- (d) any other information reasonably requested by ACSL and necessary to enable ACSL to perform its obligations under the Services Agreement in relation to the Notes,

unless in any particular instance ACSL agrees to accept a relevant document being given at a later time.

(ii) ACSL may credit the payment amount to the Nominated Account of the Issuer (if the Issuer is an Austraclear Participant) or an Austraclear Participant nominated by the Issuer under clause 10.3(b)(i)(B) (if the Issuer is not an Austraclear Participant);

(c) if the Trade Notice specifies that the Notes are to be issued in the System on a delivery free of payment (FoP) basis, the Issuer must make separate arrangements with the purchasers of the Notes for the payment of the purchase price; and

(d) except as stated in clause 10.3(b)(ii), ACSL is not responsible for the payment of the purchase price for the Notes.

**10.4 Issuer confirmation**

Each Issue Notice must contain a confirmation by the Issuer that the instrument or obligation referred to in the Issue Notice:

- (a) is of a kind covered by the Services Agreement; and
- (b) is acceptable for lodgement in the System under the Operating Rules.

**10.3 Payment basis**

The Issuer acknowledges that:

- (a) each Trade Notice must specify whether the Notes are to be issued in the System on a delivery versus payment (DvP) basis or a delivery free of payment (FoP) basis;
- (b) if the Trade Notice specifies that the Notes are to be issued in the System on a delivery versus payment (DvP) basis:
  - (i) the person specified in the Trade Notice as the 'Beneficiary' in respect of the proceeds of settlement must be:

**10.5 Issue of Paper Securities**

If ACSL receives a valid Issue Notice relating to Paper Securities, ACSL must prepare and complete the Notes in accordance with the Issue Notice and on the Issue Date, execute them under the Power of Attorney.

**10.6 Issue of Registered Notes**

If ACSL receives a valid Issue Notice relating to Registered Notes, in which the Issuer indicates that it wants ACSL as its agent to act as the registrar in respect of the Issue, ACSL must:

- (a) prepare and complete any document required for the issue of the Notes as specified in the Issue Notice (including any Certificate) and on the Issue Date, execute them under the Power of Attorney; and
- (b) enter Austraclear in the Register in relation to all the Notes comprised in the Issue.

If the Issuer has not appointed ACSL as its agent to act as the registrar in respect of the Issue, the Issuer represents and warrants to ACSL on the Issue date that Austraclear has been entered in the register in relation to all the Notes comprised in the Issue.

**11 Deposit, withdrawal and transfer****11.1 ACSL's deposit obligations**

On or before each Issue Date, ACSL must enter in the System in accordance with the Operating Rules details of each Issue.

On each Issue Date, ACSL must deliver the following to Austraclear to enable the Notes to be lodged in the System and credited to ACSL's Security Record:

- (a) the deposit receipt relating to those Notes;
- (b) in the case of an Issue of Paper Securities, the executed Notes; and
- (c) any other documents and information required under the Operating Rules.

If a Note is a Paper Security, when lodged ACSL must ensure that the Note has the notation "Withdrawals prohibited except by the Issuer. Refer the Issuer." included in the series description field relating to the Note in the System.

**11.2 Issue**

On the Issue Date ACSL must transfer the Notes from its Security Record, on a delivery versus payment (DvP) basis or a delivery free of payment (FoP) basis (as specified by the Issuer in accordance with clause 10.3), to Security Records of the purchasers of the Notes specified in, and in accordance with, the Trade Notice.

**11.3 Issue Terms**

The Issuer represents and warrants at the date of each Issue Notice that the Issue Terms of each Issue specify that:

- (a) Notes may not be withdrawn from the System, in the case of Paper Securities, or transferred on the Register, in the case of Registered Notes, except as permitted by the Services Agreement;
- (b) the Issuer may not, and must ensure that any registrar in respect of the Notes does not, register any transfer of those Notes, except as permitted by the Services Agreement; and
- (c) if a Note is a Registered Note, Austraclear is entered in the Register in respect of the Note and the Note is lodged in the System, Austraclear may, whenever it considers that it is desirable, instruct ACSL to record a transfer of that Note on the Register to its Recorded Owner without any consent or action of the Recorded Owner and as a consequence remove the Note from the System.

**11.4 Permitted withdrawals - Paper Securities**

Paper Securities may not be withdrawn from the System, except in the following circumstances and manner:

- (a) ACSL must cancel a Note and deliver it to the Issuer if the Issuer notifies ACSL that it has repurchased the Note and wants to cancel the Note before its Maturity Date. (If the Issuer is repurchasing and cancelling the Note because the Issue Terms of the Note provide that the Issuer must arrange for the Owner to hold the Note physically, the Issuer must issue a replacement security otherwise than under the Services Agreement to the Owner of the Note);
- (b) ACSL may allow a Note to be physically delivered to the Owner if:
  - (i) Austraclear notifies ACSL that the Owner of a Note has stated that it needs to hold the Note physically in order to pursue any rights against the Issuer (or any other person liable on the Note) following an alleged default and that need appears

to ACSL, in its absolute discretion, to be reasonable; or

- (ii) Austraclear exercises, or purports to exercise, any power it may have under the Operating Rules or the relevant Issue Terms or otherwise to require the Owner to withdraw the Note.

#### 11.5 Limits on ACSL's responsibility for

##### withdrawals

ACSL is not responsible:

- (a) for ensuring that an Owner is able to withdraw a Paper Security issued under the Services Agreement, even if clause 11.4 applies or purports to apply; or
- (b) for any Paper Security issued in substitution for a Paper Security withdrawn under clause 11.4(a).

#### 11.6 Permitted transfers - Registered Notes

Registered Notes may not be transferred on the Register except in the following circumstances and manner:

- (a) a transfer from Austraclear to the Issuer for the purposes of the repurchase, redemption or cancellation (whether on or before the Maturity Date) of the Notes;
- (b) a transfer from Austraclear to the Recorded Owner if:
  - (i) Austraclear notifies ACSL that the Recorded Owner of a Note has stated that it needs to be registered in relation to the Note in order to pursue any rights against the Issuer (or any other person liable on the Note) following an alleged default and that need appears to ACSL, in its absolute discretion, to be reasonable; or
  - (ii) Austraclear exercises, or purports to exercise any power it may have under the Operating Rules or the relevant Issue Terms or otherwise to require the Note to be transferred to the Recorded Owner.

A Note which is transferred to the Recorded Owner is no longer included in the Notes lodged in the System.

#### 12 Reports

ACSL must give the Issuer an Issuer Representatives Record Date Report, generated before the System opening on the Business Day immediately following the Books Close Date, for each Interest Date or Maturity Date.

## Part C - ACSL as Registrar

*This part only applies if the Issuer appoints ACSL as its agent to maintain a Register and provide registry Services in relation to Registered Notes.*

**13 Register****13.1 Appointment as registrar**

The Issuer appoints ACSL as its agent to act as the registrar in respect of each Issue nominated in writing by the Issuer, on and from the Registry Date in respect of the Notes of the Issue.

**13.2 Location of Register**

ACSL agrees to establish and maintain the Register in Sydney, Australia (or any other place as ACSL and the Issuer may agree).

**13.3 Issue of Registered Notes**

If ACSL receives a valid Issue Notice relating to Registered Notes in which the Issuer indicates that it wants ACSL to act as the registrar in respect of the Issue, or if the Issuer otherwise notifies ACSL in writing before the Issue Date that it wants ACSL so to act, ACSL must enter Austraclear in the Register in relation to all the Notes comprised in the Issue.

**13.4 Information required in Register**

ACSL must enter the following information on the Register in relation to each Note:

- (a) the full name and address of the holder;
- (b) the Issue Date;
- (c) the Denomination;
- (d) if an Interest-bearing Note, details of the Interest in relation to that Note and each Interest Date of that Note;
- (e) the Maturity Date;
- (f) if the Maturity Proceeds are not equal to the Denomination, a statement which identifies the method of determining the Maturity Proceeds;
- (g) if ACSL is notified in writing by the legal holder of a change in the holder's registered address, details of the new address;

- (h) if the Note is redeemed or repurchased by the Issuer and cancelled by ACSL, details of the cancellation; and

- (i) any other information:

- (i) required by law;
- (ii) which ACSL considers necessary or desirable; or
- (iii) which the Issuer acting reasonably notifies ACSL to enter in the Register.

**13.5 Non-recognition of interests**

Except as ordered by a court of competent jurisdiction or required by law, ACSL must treat the person entered in the Register in relation to a Note as the absolute owner of that Note.

No notice of any trust or other interest in, or claim to, any Note will be entered in the Register. ACSL need not take notice of any trust or other interest in, or claim to, any Note, except as ordered by a court of competent jurisdiction or required by law.

**13.6 Other obligations of registrar**

ACSL agrees to:

- (a) **(records)** keep the Register up to date;
- (b) **(only enter Austraclear on Register)** except as provided in clause 11.6, not enter any person other than Austraclear in the Register as the holder;
- (c) **(information)** give the Issuer any document or other information relating to the Issue that the Issuer reasonably requests from time to time;
- (d) **(electronic form)** maintain the Register and all related records kept by ACSL in electronic form or in any other form that ACSL considers expedient or is required by law;
- (e) **(opening hours)** keep the Register open and provide registry Services between the hours of 9.00 am and 5.00 pm on each Business Day;



- (f) **(ABNs and tax file numbers)** in relation to each issue of Notes, maintain records in accordance with applicable laws of any Australian Business Number, tax file number or exemption details provided by the registered holder;
  - (g) **(issue Certificates)** if the Issue Notice for an issue of Registered Notes specifies that the Notes are to be certificated, issue Certificates in accordance with clause 10.6;
  - (h) **(cancel Certificates)** if any Registered Notes are transferred on the Register under clause 11.6:
  - (i) cancel any existing Certificate issued in the name of Austraclear and issue Austraclear with a new Certificate for the Notes not the subject of that transfer; and
    - (ii) in the case of a transfer on the Register under clause 11.6(b), issue the relevant Recorded Owner with a Certificate for the  
Notes the subject of the transfer.
- However, ACSL need not issue any Certificate to the Issuer or issue a balance Certificate to Austraclear if the balance is zero;
- (i) **(replacement Certificates)** if any Certificate is lost, stolen, mutilated, defaced or destroyed, issue a replacement Certificate to the registered holder on request; and
  - (j) **(safe custody of Certificates)** keep in safe custody all Certificates which it holds.

### 13.7 Inspection of Register

ACSL must make a copy of the Register available for inspection:

- (a) if Chapter 2C of the Corporations Act applies to the Notes, in accordance with that Chapter; and
- (b) otherwise, on any Business Day if the Issuer, Austraclear, any Owner or any other person authorised by law to inspect the Register has given ACSL not less than 2 Business Day's written

notice of its desire to inspect the Register.

### 13.8 Delivery of documents

The Issuer must deliver to ACSL as soon as reasonably practicable after the Issue Date the original documents constituting the Issue Terms (other than the signed pricing supplement or equivalent document, if it has already been provided under clause 10.2(c)), or certified copies of them, together with a copy of the Information Memorandum. The Issuer must deliver to ACSL as soon as reasonably practicable after execution or issue any document which amends, updates or replaces the Issue Terms.

### 13.9 Holding of documents

If the Issuer asks, ACSL agrees:

- (a) to hold in any State or Territory the original or a copy of the Issue Terms and Information Memorandum provided  
to it by the Issuer;
- (b) to provide a copy of those documents to any Owner or any other person authorised by law to receive a copy of them; and
- (c) to deliver those documents to any other person the Issuer directs in writing.

ACSL may charge fees for this Service as separately agreed with the Issuer from time to time.

### 13.10 Replacement of registrar

If a notice is given under clause 6.1 terminating the provision of registry Services by ACSL, or if ACSL's appointment is automatically terminated under clause 6.2, the Issuer must appoint a successor agent to maintain the Register in respect of each Issue of Notes and notify ACSL of the name and address of that successor.

If a successor agent is not appointed before the termination becomes effective, the Issuer must act as the registrar in place of ACSL in respect of each Issue of Notes.

ACSL must make available the Register to the successor agent or the Issuer (as the case may be).

**Part D - ACSL as paying agent**

*This part only applies if the Issuer appoints ACSL as its agent to make payments of principal, interest and other amounts in respect of Notes and provide paying Services.*

**14 Payments****14.1 Appointment as paying agent**

The Issuer appoints ACSL as its agent to make payments on behalf of the Issuer of principal, interest and other amounts on Notes issued under the Services Agreement in the manner provided for in the Services Agreement.

**14.2 Payments**

If ACSL receives a valid Issue Notice in which the Issuer indicates that it wants ACSL to act as its paying agent in respect of the Issue, ACSL agrees to pay:

- (a) the Maturity Proceeds for a Note on its Maturity Date;
- (b) the Interest due on an Interest-bearing Note on each Interest Date; and
- (c) other amounts in respect of a Note when due in accordance with the Issue Terms.

**14.3 Conditions to payment**

ACSL need not comply with its obligations to make any payments on a Note under the Services Agreement unless:

- (a) the Issuer has by 12 noon on the due date:
  - (i) confirmed to ACSL in writing that the payment details set out in the Issuer Representatives Record Date Report which has been sent to it by ACSL under clause 12 for the relevant payment date are correct; or
  - (ii) supplied substitute or corrected payment details in a form satisfactory to ACSL;
- (b) if the Issue Terms of an Issue of Interest-bearing Notes do not provide for a fixed rate of Interest to apply to the Notes through the entire period of the Issue, the Issuer has given ACSL a notice which is received at least 4

weeks before the Interest Date and which specifies the rate of Interest for the Interest Period to which the notice applies. This clause does not apply where ACSL is appointed to provide calculation agency Services in respect of the Notes in accordance with clause 16; and

- (c) ACSL has received in Australian dollars in immediately available funds into the Payment Account by no later than 3.30 pm on the due date, an amount sufficient (together with any funds then held by ACSL which are available for that purpose) to pay the principal, interest or other amounts due under the Note on that date.

**14.4 Manner of payments by ACSL**

Subject to clause 14.6 and 17, ACSL agrees to make payments of principal and interest on a Note to the Owner of the Note:

- (a) in accordance with the payment details confirmed or supplied by the Issuer (as applicable) under clause 14.3(a);
- (b) in full without set-off or counterclaim and without any deduction in respect of taxes unless prohibited by law; and
- (c) by payment into the account of the Owner in accordance with the Operating Rules.

**14.5 Trust**

All amounts held by ACSL for the payment of principal and interest on any Notes (other than any deductions under clause 14.4 or 14.6) are held in trust for the benefit of the persons entitled to them until those amounts have been paid to them or otherwise dealt with in accordance with the Services Agreement.

If any amount held by ACSL in respect of any Notes remains unclaimed at the end of one year after the relevant payment of principal, interest or other amount has become due and payable, ACSL agrees to pay that amount to the Issuer, together with any interest received by ACSL in respect of such amount.

On payment, the trust in relation to those amounts terminates and ACSL has no further liability in respect of those amounts.

#### **14.6 Tax reporting**

If ACSL effects a payment of interest in the System on behalf of the Issuer, ACSL may report the payment of Interest, and may, despite clause 14.4, if appropriate, deduct tax file number withholding tax from the payment and pay it to the relevant fiscal or other authority.

#### **15 Paper Securities presented at maturity**

ACSL must :

- (a) retain each Paper Security presented to ACSL for payment of principal at maturity (whether on or after its Maturity Date);
- (b) notify the Issuer of the retention;
- (c) if requested by the Issuer, promptly return to the Issuer, or destroy, each such Paper Security; and
- (d) if the Issuer has not requested return or destruction within 12 months, give the Issuer at least 20 Business Days' notice of any intention to destroy each such Paper Security.

**Part E - ACSL as calculation agent**

*This part only applies if the Issuer appoints ACSL as its agent to report calculations in respect of Notes.*

**16 Calculation Agency Services****16.1 Appointment as calculation agent**

The Issuer appoints ACSL as its agent

(calculation agent) to report calculations, on the terms of the Services Agreement, in respect of each Issue of the following types of Interest-bearing Notes nominated in writing by the Issuer:

- (a) Notes that bear Interest at a fixed rate; or
- (b) Notes that bear Interest at a floating rate calculated by reference to BBSW or such other rate as agreed between the parties, plus a margin,

("Relevant Notes").

**16.2 ACSL's duties to report calculations**

If ACSL receives a valid Issue Notice relating to Relevant Notes, in which the Issuer indicates that it wants ACSL to act as its calculation agent in respect of the Issue, ACSL agrees:

- (a) (**advise amount**) to advise the Issuer, by providing an Issuer Representatives Record Date Report under clause 12, of the amount which the System has calculated is payable by the Issuer in respect of each Relevant Note on the Maturity Date, each Interest Date or any other payment date; and
- (b) (**incidental acts**) to perform all other duties reasonably incidental to the Services to be provided under this clause 16, in accordance with the Issue Terms.

**16.3 Issuer's obligations**

For each Series of Relevant Notes, the Issuer must provide to ACSL all documents and other information that ACSL reasonably requires in order for ACSL to properly fulfil its duties as calculation agent under the Services Agreement.

**Part F - ACSL as withholding tax collection agent**

*This part only applies if the Issuer appoints ACSL as its agent in relation to US withholding taxes.*

**17 US withholdings****17.1 Appointment as withholding tax collection agent**

The Issuer appoints ACSL as its agent to deduct or withhold from payments made in respect of the Notes of each Issue nominated in writing by the Issuer (each a "**Nominated Issue**"), and to remit to the Issuer, the amounts deducted or withheld in respect of any taxes imposed by the United States in the manner provided for in the Services Agreement.

**17.2 IRS Notification**

Before the first payment of interest made in respect of a Nominated Issue, the Issuer agrees to:

- (a) give notice to the United States Internal Revenue Service ("**IRS**") as required by Treasury Regulations Section 1.1441-7(c)(3) indicating that:
  - (i) ACSL is acting as an authorised foreign agent for the Nominated Issue; and
  - (ii) the Issuer remains fully liable for the acts of ACSL and the Issuer will not assert (and agrees to waive) any defence that may otherwise be available (including under common law principles of agency) in order to avoid tax liability under the Internal Revenue Code of 1986 ("**Code**"); and
- (b) give a copy of the notice (together with proof of delivery) to ACSL.

**17.3 ACSL's obligations**

If ACSL receives:

- (a) a valid Issue Notice in which the Issuer indicates that it wants ACSL to act as its withholding tax collection agent in respect of the Issue; and

- (b) a copy of the applicable IRS Notification,

then despite clause 14.4, in connection with any payments made on the Notes of the Issue, ACSL agrees to:

- (c) deduct or withhold and remit to the Issuer any amount ACSL is instructed by the Issuer to deduct or withhold in respect of any taxes imposed by the United States as referred to in the Issue Terms, in accordance with the applicable procedures contained in schedule 3 ("Collection Services Procedures");
- (d) collect from each Owner to whom any payment in connection with the Notes of a Nominated Issue is to be made all completed United States tax forms which that Owner (and any underlying beneficial owners if the Owner is an intermediary or transparent entity) is required by law to complete in connection with that payment to reduce or eliminate withholding (such as Forms W-8BEN, W-8ECI, W-8EXP, W-8IMY and W-9) and if an Owner asks, to provide any blank United States tax forms they reasonably request;
- (e) if the Issuer asks, give copies of all completed United States tax forms received from any such Owner to the Issuer and, if required by the IRS, give all originals (or copies) of them to the IRS; and
- (f) make available all of its records which it reasonably considers relevant to the carrying out of its duties under this clause 17, where required in connection with any tax audit undertaken by the IRS in respect of the United States federal tax withholding;
- (g) retain all United States tax forms collected under this clause 17 (other than original forms given to the IRS under clause 17.3(e)) for 6 years and 6 months from the Maturity Date of the Notes to which those tax forms apply,

or for any other period the Issuer reasonably requests and on expiry of that period (or if the Issuer asks), deliver all the forms (or copies of them) to the Issuer (or destroy them) at the Issuer's Cost; and

- (h) retain any other certificates received in the course of carrying out the procedures contained in schedule 3 ("Collection Services Procedures") for the period required by applicable law.

#### 17.4 Issuer's obligations

The Issuer agrees:

- (a) to pay amounts remitted to it by ACSL in accordance with clause 17.3 to the relevant fiscal or other authority in accordance with applicable law and give copies of the original receipts to ACSL;
- (b) it is solely responsible for complying with any information reporting or filing requirements that may arise in connection with any payment in respect of the Notes and, if applicable, for deducting or withholding and paying any taxes to the relevant fiscal or other authority;
- (c) to review at its own expense any documents relating to deduction or withholding of taxes under this clause 17 ACSL gives to the Issuer to review;
- (d) to give written instructions to ACSL with respect to the required rate of deduction or withholding of taxes under this clause 17;
- (e) to notify and keep ACSL informed of any United States tax withholding and information reporting requirements (including any changes in those requirements) imposed on ACSL as withholding tax collection agent or otherwise or for which ACSL could be responsible or liable in connection with the Notes, including the withholding and backup withholding requirements of the Code and Forms 1042, 1042-S, 1099 and 945 reporting requirements; and
- (f) to give to ACSL all confirmations, documents, forms or other information that ACSL requires or may reasonably request in connection with its appointment as withholding tax collection agent under this clause 17.

appointment as withholding tax collection agent under this clause 17.

#### 17.5 Issuer's acknowledgments

The Issuer acknowledges that:

- (a) it is solely responsible for depositing in the manner set forth and as required by Treasury Regulations Section 1.1461-1(a) (or any other applicable provision) any tax deducted or withheld;
- (b) it is solely responsible for making and filing the returns prescribed by Treasury Regulations Section 1.1461-1(b)-(c);
- (c) despite Treasury Regulations Section 1.1461-1(c)(4)(i)(D), ACSL need not file any information reports, unless otherwise instructed by the Issuer; and
- (d) ACSL need not evaluate claims of entitlement to treaty benefits or whether a bank is entitled to the portfolio interest exemption; and
- (e) ACSL is not responsible for any error in the amount deducted or withheld in accordance with clause 17.3 (provided that ACSL complies with the Issuer's instructions) or for any failure to deduct or withhold if timely instructions are not received from the Issuer.

#### 17.6 Disclaimer and confirmation

ACSL is not responsible for ensuring that the procedures contained in schedule 3 ("Collection Services Procedures") comply with United States laws or regulations or are effective for United States tax purposes. The Issuer confirms that it has satisfied itself (including, where necessary, by reference to specialist advice) as to the suitability of those procedures having regard to the circumstances of the Issuer and the Issue.

#### 17.7 Issuer representations about each Nominated Issue

With respect to each Nominated Issue, the Issuer represents:

- (a) the payments made in respect of the Nominated Issue are "portfolio interest" as defined in Section 871(h)(2) of the Code and are not excluded from the definition of "portfolio interest" under Section 871(h)(4) of the Code; and

- (b) the Issuer has not been notified that any withholding certificates or other documents given by any holder are incorrect or unreliable.

**17.8 Issuer representations about W-8 (or other appropriate) forms**

With respect to each Nominated Issue for which the Issuer has requested the collection of W-8 (or other appropriate) forms the Issuer represents:

- (a) the Nominated Issue is in registered form within the meaning of Treasury Regulations Section 1.871-14(c)(1)(i);
- (b) the Nominated Issue is (or will be) actively traded at the time any payment will be made; and
- (c) except to the extent a holder is relying on benefits under a tax treaty:
  - (i) any interest received by a bank is not being received by the bank under a loan agreement entered into in the ordinary course of its trade or business;
  - (ii) no interest is being paid to a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) ; and
  - (iii) no interest is being paid to a controlled foreign corporation from a related person (within the meaning of Section 864(d)(4) of the Code).

**Part G - Interpretation****18 Interpretation****18.1 Definitions**

These meanings apply unless the contrary intention appears:

**ACSL** means Austraclear Services Limited ABN 28 003 284 419.

**Austraclear** means Austraclear Limited ABN 94 002 060 773.

**Authorised Officer** means:

- (a) in the case of ACSL, a director or secretary of ACSL or any person holding the office of:
  - (i) Manager - Settlement Operations;
  - (ii) Senior Officer – Settlement Operations or;
  - (iii) Head of Debt and Collateral,
 or any person performing the functions of any of them (however that office may be described from time to time) or any other person whom ACSL notifies the Issuer is an Authorised Officer for the purposes of the Services Agreement; and
- (b) in the case of the Issuer, any person specified by the Issuer as an Authorised Officer for the purposes of the Services Agreement by a notice to ACSL accompanied by a certified copy of the person's signature for so long as ACSL has not received notice to the contrary.

**Bearer Note** has the same meaning as in any applicable Issue Terms.

**Business Day** means any day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

**Certificate** means a certificate in respect of a Registered Note issued by ACSL on behalf of the Issuer under clause 13.

**Corporations Act** means the Corporations Act 2001 (Cwlth).

**Costs** includes costs, charges and expenses, including those incurred in connection with advisers.

**Denomination** means, in respect of a Note, the face (or principal) value of the Note.

**Default Rate** means the RBA Cash Rate Target available at <https://www.rba.gov.au/statistics/cash-rate/> (or any replacement or substitute page) as of 10.15am (Sydney time) on the date on which the calculation of the Default Rate is to be made plus 2%. If the RBA Cash Rate Target is not available, then the Default Rate will be such rate as is a commercially reasonable replacement for the RBA Cash Rate Target plus 2%.

**Details** means the Details set out in the Services Agreement signed by the Issuer and ACSL and incorporating these standard terms.

**Exchange Date** has the same meaning as in any applicable Issue Terms.

**GST** means:

- (a) the same as in the GST Law; and
- (b) any amount imposed as additional tax, interest, penalty, fine or other charge payable in respect of GST as defined in paragraph (a).

**GST Law** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

**Information Memorandum**, in respect of a Note, means the information memorandum, disclosure document (as defined in the Corporations Act) or other offering document referred to in the Issue Terms, in each case prepared by, or on behalf of, and approved in writing by, the Issuer in connection with the issue of the Note, and all documents incorporated by reference in it, including any amendments or supplements to it.

**Interest** means, in respect of each Interest Date of an Interest-bearing Note, the amount of money which is in the nature of interest to be paid in relation to the Note on the Interest Date as determined in accordance with the Issue Terms.

**Interest Date** means, in relation to an Interest-bearing Note, each date on which Interest is to be paid in relation to the Note.

**Interest-bearing Note** means a Note the terms of which provide for:

- (a) a payment to be made to its Owner on a specified date before the Maturity Date; or



- (b) a payment to be made to its Owner on the Maturity Date which is not a payment of the Maturity Proceeds.

**Interest Period** means, in relation to an Interestbearing Note, and subject to the contrary being expressed in the Issue Terms:

- (a) the period commencing on, and including, the Issue Date and ending on, but excluding, the first Interest Date; and
- (b) after that period, each period commencing on, and including, an Interest Date and ending on, but excluding, the next Interest Date.

**Issue** means all Notes issued by the Issuer on the same terms (including the same terms as to Interest and the same Interest Dates and Maturity Date).

**Issue Amount** means the total of the Denomination of all Notes comprising an Issue.

**Issue Date** means the Business Day on which the Notes comprising an Issue are to be issued.

**Issue Notice** means a notice in the form set out in, and completed in accordance with, schedule 1 ("Form of Issue Notice").

**Issue Terms** means the trust deed, deed poll, pricing supplement, terms and conditions or constituent documents arising on issue of Notes comprising an Issue. The Issue Terms may be set out in one or more documents.

**Issuer** means the person so specified in the Services Agreement. This person may be an issuer of Securities, an investor in Securities or both.

**Issuer Representatives Record Date Report** means, in respect of an Interest Date or the Maturity Date of an Issue, a report generated by the System and delivered to the Issuer by ACSL under clause 12 which details among other matters the amount of Interest or Maturity Proceeds payable to each Owner of Notes of the Issue on the payment date.

**Maturity Date** means the date on which Notes comprising an Issue mature.

**Maturity Proceeds** means, in respect of a Note, the amount payable on its Maturity Date that is not Interest.

**Note** means:

- (a) a Paper Security drawn, made, signed and completed; or
- (b) a Registered Note issued,

by, or on behalf of, the Issuer in accordance with the Services Agreement.

**Operating Rules** means the operating rules (as defined in section 761A of the Corporations Act) of Austraclear and related procedures established from time to time by Austraclear for the conduct of the System.

**Owner** in relation to a Note means:

- (a) in the case of a Paper Security, the person in whose Security Record the Note is recorded;
- (b) in the case of a Registered Note in respect of which Austraclear is entered on the Register, the Recorded Owner of the Note; and
- (c) in the case of a Registered Note if paragraph (b) does not apply, the person entered on the Register in respect of the Note, provided that, if the Note is subject to an Encumbrance under the System, the Owner of that Note is:
- (i) in the case of any payment on the Note, the Participant on whose behalf Austraclear receives or holds, or to whom Austraclear makes, the payment in accordance with the Operating Rules; and
- (ii) otherwise, that Participant in accordance with whose instructions the Operating Rules require Austraclear to act in relation to the Note.

**Paper Security** means:

- (a) a promissory note (as defined in the Bills of Exchange Act 1909 (Cwlth));
- (b) a bank negotiable certificate of deposit; or
- (c) which is the subject of a confirmation under clause 10.4.

**Payment Account** means any account opened in the name of ACSL and designated by it as the payment account for the purpose of the Services Agreement.

**Power of Attorney** means the power of attorney granted under clause 8.

**Purported Note** means a document or obligation (as the case may require) which appears to Austraclear, in its absolute discretion, on its face, or otherwise purports, to be a Note and which Austraclear reasonably believes is a Note.

**Recorded Owner** means, in respect of a Registered Note where Austraclear is entered on the Register in respect of the Note, the person in whose Security Record that Note is recorded.

**Register** means the register of legal holders of Registered Notes maintained under the Services Agreement.

**Registered Note** means any debt obligation:

- (a) issued by ACSL on behalf of the Issuer under the Services Agreement; or
- (b) issued by the Issuer other than under the Services Agreement under an Issue if:
  - (i) all the Notes in the relevant Issue are held by Participants; and
  - (ii) the Issuer is a Participant and has complied with clause 2.8,
 which is the subject of a confirmation under clause 10.4.

**Registry Date** means the Business Day notified by the Issuer to ACSL as the day on which the Issuer wants ACSL to become the registrar in respect of the Notes of an Issue.

**Related Entity** has the same meaning as in the Corporations Act.

**Security Record** means, in relation to a person, the Security Record (as defined in the Operating Rules) of the person.

**Services Agreement** means the agreement made up of the agreement signed by the Issuer and ACSL, these standard terms and any agreement signed by the Issuer and ACSL setting out the basis on which additional services will be provided under clause 3 of the agreement.

**Services** means the services in respect of which ACSL is appointed under the Services Agreement.

**System** means the system operated by Austraclear in Australia for holding securities and electronic recording and settling of transactions in those securities between participants of the system.

**Taxable Supply** means any supply (which has the same meaning as in the GST Law) made by ACSL in respect of which fees are payable.

**Trade Notice** means a notice in the form set out in, and completed in accordance with, schedule 2 ("Form of Trade Notice").

## 18.2 Terms defined in Operating Rules

A term which has a defined meaning in the Operating Rules has the same meaning when used in the Services Agreement unless it is expressly defined in the Services Agreement, in which case the meaning in the Services Agreement applies.

## 18.3 References to certain general terms

Unless the contrary intention appears, in the Services Agreement:

- (a) a reference to any thing (including an amount) is a reference to the whole and each part of it;
- (b) a reference to a document (including the Services Agreement) includes any variation or replacement of it;
- (c) the word "law" includes common law, principles of equity and legislation (including regulations);
- (d) a reference to any legislation includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) a reference to the word "regulations" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (f) a reference to the word "taxes" (and cognate expressions) includes taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any fiscal or other authority together with any related interest, penalties, fines and expenses in connection with them;
- (g) a reference to Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia;
- (h) a reference to a time of day is a reference to Sydney time;
- (i) the word "person" includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- (j) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and

- (k) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**18.4 Number**

The singular includes the plural and vice versa.

**18.5 Headings**

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the Services Agreement.

**18.6 Next Business Day**

If an event under the Services Agreement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

**18.7 Ownership**

The Issuer acknowledges that:

- (a) ACSL is entitled to treat the Owner of any Note or Purported Note as its absolute owner; and
- (b) in the case of Registered Notes, Austraclear is entered in the Register in respect of those Notes but solely as nominee of each Recorded Owner of those Notes.

**Schedule 1 - Form of Issue Notice**

*This schedule applies if the Issuer appoints ACSL to provide issuing Services.*

**[Name of Issuer]**

*[address and contact details]*

**Date [•]**

Austraclear Services Limited  
 Level 11  
 20 Bridge St  
 SYDNEY NSW 2000  
 Ph: 612-82988476  
 Email: [IPA@asx.com.au](mailto:IPA@asx.com.au)  
 Attention: Manager, Settlement Operations

Dear Sirs

**Issue Notice under Services Agreement between Austraclear Services Limited and [Name of Issuer] dated [•] ("Services Agreement")**

Under clause 10.2 of the standard terms which form part of the Services Agreement, we give notice that we intend to issue Notes.

We confirm that the Notes referred to in this Issue Notice are:

- of a kind covered by the Services Agreement; and
- acceptable for lodgement in the System under the Operating Rules.

The Notes will be (select one):

- ☐ Paper Notes
- ☐ Registered Notes

If the Notes will be Registered Notes, they will / will not be Certificated (delete as applicable).

We confirm that the following Services are required in respect of all Notes comprising the Issue (tick all boxes that apply):

- ☐ Registry Services (Part C of the Services Agreement)
- ☐ Paying Agency Services (Part D of the Services Agreement)
- ☐ Calculation Agency Services (Part E of the Services Agreement)
- ☐ US Withholding Tax Collection Agency Services (Part F of the Services Agreement)

If US Withholding Tax Collection Agency Services are required, investors will be required under the Issue Terms to provide a W-8BEN Certificate (or other appropriate documents)

We confirm that we have appointed ACSL as our agent to provide issuing Services, and the other Services nominated above, in respect of all Notes comprising the Issue on the terms of the Services Agreement.

We set out below details of the Notes:

<b>General Information</b>	
Description	[specify: i.e. FRN, Fixed Interest Note, Index Linked etc]
Issuer Name	[insert]
Registrar (if not ACSL);	
<b>General Volume Units</b>	
Total Volume on Issue	[insert]
Minimum Settlement Volume	[insert]
Multiple Volume	[insert]
<b>Corporate Action General Information</b>	
Currency	[specify] [currently AUD only]
Expected Issue Date	[specify]
Rate Rounding Decimals	[specify: 8 / [•] decimal places]
Books Close Conventions	[specify] [number of days and specify if Business or Calendar days] [specify] Start of Business day / Close of Business day
Record Date Adjustment Convention	[specify: Floating/Modified Following/Following/Preceding/ No Adjustment/other]
Payment Adjustment Convention	[specify: Floating/Modified Following/Following/Preceding/ No Adjustment/other]
Corporate Action Days	[specify: NSW / VIC / SA / WA / QLD / TAS / LON / NY / other]
<b>Corporate Action Maturity Information</b>	
Maturity Date	[insert]
Maturity Books Close Period	[insert] [Days between books close and payment date]
Capital Reducing	[specify: Yes / No / Not applicable]
<b>Corporate Action Coupon Information</b>	
Coupon Formula	[specify: FC (Fixed) / TA (Floating) / TI (Index) / other]
Coupon Rate Rounding	[specify: 4 / [•] decimal places]
Market Reference Rate Index	[specify: e.g. BBSW]
Accrual Convention	[specify: Actual/Actual / Actual/360 / Actual/365 / 30/360 / other]
Adjustment Convention	[specify: Floating/Modified Following/Following/Preceding/ No Adjustment/other]
First Payment Date	[specify]
Interest Period	[specify] [Qty, Mthly etc]

Part G (Interpretation) of the Standard Terms which form part of the Services Agreement applies to this notice as if it was fully set out in this notice.

Yours sincerely

For and on behalf of  
**[Name of Issuer]**

\_\_\_\_\_  
Print Name:  
AUTHORISED SIGNATORY

\_\_\_\_\_  
Print Name:  
AUTHORISED SIGNATORY

**Schedule 2 - Form of Trade Notice****[Name of Issuer]***[address and contact details]***Date [•]**

Austraclear Services Limited  
 Level 11  
 20 Bridge St  
 SYDNEY NSW 2000  
 Ph: 612-82988476  
 Email: [IPA@asx.com.au](mailto:IPA@asx.com.au)  
 Attention: Manager, Settlement Operations

Dear Sirs

**Trade Notice under Services Agreement between Austraclear Services Limited and [Name of Issuer] dated [•] ("Services Agreement")**

We refer to our Issue Notice dated [•] in respect of the Notes described below.

Under clause 10.2 of the Standard Terms which form part of the Services Agreement, we give notice of our instructions to trade the Notes.

**Description of Notes lodged in the System****Issuer:** *[insert]***Issue Date:** *[insert]***Issue Amount:** *[insert]***Maturity Date:** *[insert]***Description (ISIN Code):** *[insert]***Multiple Value:** *[insert]***Instructions to trade in respect of Notes****Settlement Date:** *[insert]***Settlement Basis:**☐ Delivery vs. Payment<sup>1</sup>☐ Free of Payment**[Yield:** *[insert]*]<sup>2</sup>**Counterparty:** *[insert]***Counterparty's Austraclear Code:** *[insert]*

- <sup>1</sup> ACSL can provide issuing Services on a Delivery versus Payment basis whether the Issuer is or is not an Austraclear Participant. However, if the issuer is not an Austraclear Participant, it must nominate an Austraclear Participant (other than ACSL) as the 'Beneficiary' in respect of the proceeds of settlement, to whom ACSL may separately transfer the proceeds in the Austraclear System.
- <sup>2</sup> Optional Information.

Payee of Proceeds of Settlement (Beneficiary)<sup>3</sup>: [insert]

Beneficiary's Austraclear Code: [insert]

Yours sincerely

For and on behalf of  
**[Name of Issuer]**

\_\_\_\_\_  
Print Name:

AUTHORISED SIGNATORY

\_\_\_\_\_  
Print Name:

AUTHORISED SIGNATORY

<sup>3</sup> Required only where the nominated Settlement Basis is Delivery vs. Payment.



**Schedule 3 - Collection Services Procedures**

Part G (Interpretation) of the Standard Terms which form part of the Services Agreement between the Issuer and ACSL ("Standard Terms"), applies to this schedule as if it was fully set out in this schedule.

**W-8 (or other appropriate) Certificate Procedures**

Day	Latest Time	Action
At least 5 Business Days before the proposed Issue Date	5.00 pm	The Issuer will give ACSL an Issue Notice, in accordance with clause 11.2 of the Services Agreement, indicating whether W-8BEN Certificates (or other appropriate documents) will need to be collected on its behalf.
15 Business Days after the Issue Date	5.00 pm	ACSL will generate an Issuer Representatives Holding Report for the Notes (" <b>Holding Report</b> "). ACSL will email to those Austraclear Participants in whose Security Records the Notes are recorded, as shown in the Holding Report, notice of the requirement to provide a signed W-8BEN Certificate (or other appropriate documents) prior to the next Interest Date.
On the Business Day immediately following each Books Close Date	9.00 am	<p>ACSL will generate an Issuer Representatives Record Date Report ("<b>Record Date Report</b>"), which will be used as the final basis for obtaining W-8BEN Certificates (or other appropriate documents) in relation to the next Interest Date. ACSL will email to those Austraclear Participants in whose Security Records the Notes are recorded, as shown in the Record Date Report ("<b>W-8BEN Holders</b>"), and which have not yet provided a W-8BEN Certificate (or other appropriate documents) or need to provide a new W-8BEN Certificate (or other appropriate documents), notice of the requirement to provide a signed W-8BEN Certificate (or other appropriate documents).</p> <p>ACSL will review the W-8BEN Certificates (or other appropriate documents) to ensure that the certificates are legible, signed and dated and do not appear, on their face, to be inaccurate or unreliable. ACSL will request replacement W-8BEN Certificates (or other appropriate documents) to the extent that a document is illegible, unsigned or undated.</p> <p>ACSL will email to the Issuer a copy of the Record Date Report and a list of W-8BEN Holders which have not yet provided a W-8BEN Certificate (or other appropriate documents) or need to provide a new W-8BEN Certificate (or other appropriate documents).</p> <p>If ACSL receives any:</p> <ul style="list-style-type: none"> <li>(i) withholding documents other than W-8BEN Certificates;</li> <li>(ii) withholding documents (including W-8BEN Certificates) claiming the benefits of an income tax treaty; or</li> <li>(iii) documents (including W-8BEN Certificates) which appear to be inaccurate or unreliable,</li> </ul> <p>ACSL will send copies of those documents ("<b>Other Documents</b>") to the Issuer for its review by any method ACSL reasonably considers appropriate (including by email).</p>
3 Business Days prior to each Interest Date	3.00 pm	ACSL will contact by telephone or email the W-8BEN Holders which have not yet provided a W-8BEN Certificate (or other appropriate documents) or need to provide a new W-8BEN Certificate (or other appropriate documents) and remind them of the consequences of not providing a W-8BEN Certificate (or

Day	Latest Time	Action
		other appropriate documents) (i.e. withholding of tax by the Issuer). ACSL will follow-up with holders who have given Other Documents as instructed in writing by the Issuer.
2 Business Days prior to each Interest Date	3.00 pm	ACSL will collate and tally W-8BEN Certificates received from W-8BEN Holders. ACSL will email to the Issuer the name and face value of holdings of Notes of W-8BEN Holders which have failed to provide a W-8BEN Certificate by this date or provided an incomplete or illegible W-8BEN Certificate.  ACSL will give a list of holders for which ACSL has received Other Documents, together with the name and face value of their holdings of Notes.
Each Interest Date	12.00 pm	The Issuer will advise ACSL in accordance with clause 14.3 of the Services Agreement the names of the W-8BEN Holders which are to receive coupon, and the amount of such coupon (whether full or partial), based on whether a completed W-8BEN Certificate (or other appropriate documents) has been provided or the Issuer's own review of the Other Documents sent to it by ACSL.
Each Interest Date	4.00 pm	Subject to and in accordance with clause 14.4 of the Services Agreement, ACSL will pay partial or full coupons to the W-8BEN Holders based on the instructions received from the Issuer.

## DESCRIPTION OF EACH CLASS OF SECURITIES REGISTERED UNDER SECTION 12 OF THE EXCHANGE ACT

As of December 31, 2022, Swedish Export Credit Corporation (“SEK”, the “Company,” “our,” “us,” or “we”) had two classes of securities registered under Section 12(b) of the Securities Exchange Act of 1934, as amended: (i) ELEMENTS<sup>SM</sup> Linked to the ICE BofAML Commodity index eXtraBiofuels Exchange Series — Total Return due February 13, 2023 (the “ICE Biofuels Securities”), and (ii) ELEMENTS<sup>SM</sup> Linked to the ICE BofAML Commodity index eXtra (GRains)— Total Return due February 14, 2023 (the “ICE GRains Securities”, and together with the ICE Biofuels Securities, the “Notes”, the “Securities” and each a “Security”).

### Description of the Securities<sup>1</sup>

The following description of the Securities is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to the Prospectus and Prospectus Supplement dated November 3, 2020 (together, the “Prospectus”), as supplemented, in relation to (i) the ICE Biofuels Securities, by Pricing Supplement No. 32 dated November 3, 2020 to the Prospectus, and (ii) the ICE GRains Securities, by Pricing Supplement No. 33 dated November 3, 2020 to the Prospectus.

The Prospectus, as so supplemented, contains a detailed summary of additional provisions of the Securities and of the indenture dated August 15, 1991, as supplemented by the supplemental indentures dated June 2, 2004, January 30, 2006, October 23, 2008, March 8, 2010 and November 3, 2020 between SEK and The Bank of New York Mellon Trust Company, N.A. (as successor in interest to The First National Bank of Chicago and J.P. Morgan Trust Company, National Association), as trustee, under which the Securities are issued (together, the “Indenture”), which are incorporated by reference as exhibits to the Company’s Annual Report on Form 20-F of which this Exhibit 2.12 is a part.

We encourage you to read the above referenced Prospectus, as so supplemented, and the Indenture for additional information.

### **ELEMENTS<sup>SM</sup> Linked to the ICE BofAML Commodity index eXtraBiofuels Exchange Series — Total Return due February 13, 2023**

#### **Pricing Supplement No. 32**

#### ***General***

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<sup>1</sup>The ICE Biofuels Securities and the ICE GRains Securities matured on February 13 and 14, 2023, respectively.

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The ICE Biofuels Securities are medium-term notes that are uncollateralized debt securities and are linked to the performance of the ICE Biofuels Index eXtra Biofuels Exchange Series— Total Return (the “ICE Biofuels Index”).

The return on the ICE Biofuels Securities is linked to the performance of ICE Biofuels Index (Bloomberg symbol: MLCXBXTR). The ICE Biofuels Index was created by Merrill Lynch Commodities, Inc. (“MLCI”) in conjunction with Merrill Lynch, Pierce, Fenner and Smith Limited in 2007 and is designed to provide a benchmark for the biofuels sector and for investment in commodities as an asset class. Since the sale of the ICE Biofuels Index to Intercontinental Exchange (“ICE”) on October 22, 2017, ICE has served as the administrator (in such capacity, “Index Administrator”) of the ICE Biofuels Index. The ICE Biofuels Index comprises futures contracts (each an “ICE Biofuels Index Component”) on physical commodities that are either biofuels themselves or feedstock commonly used in the production of biofuels. The ICE Biofuels Index is a total return index; thus it is designed to reflect the performance of a fully collateralized investment in the ICE Biofuels Index Components.

***Coupon***

We will not pay you interest during the term of the ICE Biofuels Securities.

***Denomination***

We issued the ICE Biofuels Securities in denominations of \$10 stated principal amount.

***Payment at Maturity***

If you hold your ICE Biofuels Securities to maturity, you will receive a cash payment at maturity that is linked to the percentage change in the level of the ICE Biofuels Index from the inception date to the value calculated on the final valuation date (which refers to February 7, 2023). Your cash payment at maturity will be equal to the principal amount of your ICE Biofuels Securities *times* the index factor calculated on the final valuation date *times* the fee factor on the final valuation date.

The index factor calculated on the final valuation date will equal the average of the closing levels of the ICE Biofuels Index for the five trading days immediately prior to and including the final valuation date (the “ICE Biofuels Index Calculation Period”) *divided by* the initial index level. The initial index level is equal to 296.92. If a market disruption event with respect to an ICE Biofuels Index Component occurs and is occurring during the ICE Biofuels Index Calculation Period, then the level of the ICE Biofuels Index will be calculated by reference to the values of the ICE Biofuels Index Components unaffected by the market disruption event on the scheduled trading days during the ICE Biofuels Index Calculation Period and by reference to the values of the affected ICE Biofuels Index Components on the trading days during the ICE Biofuels Index Calculation Period when there is no market disruption event occurring. If a market disruption event occurs or is occurring on any scheduled trading day during the ICE Biofuels Index Calculation Period, the value of the affected ICE Biofuels Index Component on such trading day will be the value of the affected ICE Biofuels Index Component on the next trading day on which no market disruption event occurs or is occurring with respect to such ICE Biofuels Index Component. If a market disruption event occurs or is occurring on the final valuation date, the

calculation agent will postpone the final valuation date until the next trading day when there is no market disruption event occurring with respect to such ICE Biofuels Index Component, but in no event will the final valuation date be postponed by more than five scheduled trading days. If a market disruption event with respect to an ICE Biofuels Index Component continues for five scheduled trading days after the scheduled final valuation date, then the level of the ICE Biofuels Index will be calculated by reference to the value of such affected ICE Biofuels Index Component for the applicable scheduled trading days on which a market disruption event was occurring, determined (or, if not determinable, estimated) by the calculation agent in a manner that is commercially reasonable under the circumstances on the final valuation day, as postponed. If the final valuation date is postponed due to a market disruption event as described above, the maturity date will also be postponed by an equal number of business days up to five business days.

The fee factor is equal to one minus the product of (i) the annual investor fee and (ii) the number of days elapsed from the inception date to and including the final valuation date *divided by* 365. The annual investor fee is equal to 0.75%.

If the maturity date is not a business day, the maturity date will be the next following business day. In the event that payment at maturity is deferred beyond the stated maturity date as provided herein, no interest or other amount will accrue or be payable with respect to that deferred payment.

#### ***Payment Upon Repurchase***

Prior to maturity, you may, subject to certain restrictions, choose to offer your ICE Biofuels Securities for repurchase by SEK on any repurchase date during the term of the ICE Biofuels Securities. If you choose to offer your ICE Biofuels Securities for repurchase, you must offer at least \$5,000,000 principal amount of ICE Biofuels Securities to SEK for repurchase on any repurchase date. If you offer at least \$5,000,000 principal amount of ICE Biofuels Securities to SEK for repurchase and fulfill the repurchase procedures described below for a repurchase date, SEK will be obligated to repurchase your ICE Biofuels Securities, and on the repurchase date, you will receive a cash payment on such date in an amount equal to the weekly repurchase value, which is the principal amount of your ICE Biofuels Securities *times* the index factor on the relevant valuation date *times* the fee factor on the relevant valuation date.

The index factor on the relevant valuation date is the closing level of the ICE Biofuels Index on that day *divided by* the initial index level. The initial index level is equal to 296.92.

The fee factor is equal to one minus the product of (i) the annual investor fee and (ii) the number of days elapsed from the inception date to and including the applicable valuation date *divided by* 365. The annual investor fee is equal to 0.75%.

A valuation date is each Tuesday from May 13, 2008 to February 7, 2023 inclusive or, if such date is not a trading day, the next succeeding trading day, unless the calculation agent reasonably determines that a market disruption event occurs or is continuing on that day in respect to an ICE Biofuels Index Component. The weekly scheduled valuation date may be postponed due to a market disruption event with respect to an ICE Biofuels Index Component up to four scheduled

trading days. If a market disruption event with respect to an ICE Biofuels Index Component occurs, the level of the ICE Biofuels Index with respect to such repurchase date will be calculated by reference to the values of the unaffected ICE Biofuels Index Components on the scheduled weekly valuation date and by reference to the values of the affected ICE Biofuels Index Components on the first trading day after the scheduled valuation date on which no market disruption event occurs or is continuing, up to four scheduled trading days after the scheduled valuation date. If a market disruption event with respect to an ICE Biofuels Index Component is continuing after four scheduled trading days, the level of the ICE Biofuels Index for such weekly repurchase date will be calculated by reference to the value of the affected ICE Biofuels Index Component determined (or, if not determinable, estimated) by the calculation agent in a manner that is commercially reasonable under the circumstances on the fourth scheduled trading day after the scheduled valuation date, which shall be such weekly valuation date, as postponed. If the valuation date is postponed due to a market disruption event with respect to an ICE Biofuels Index Component, the repurchase date will also be postponed by an equal number of business days.

A repurchase date is the fourth business day following a valuation date. The first weekly repurchase date was May 19, 2008. Unless the scheduled repurchase date is postponed due to a market disruption event as described above, the final day on which SEK will repurchase your ICE Biofuels Securities will be January 30, 2023.

In the event that payment upon repurchase by SEK is deferred beyond the original repurchase date as provided herein, no interest or other amount will accrue or be payable with respect to that deferred payment.

The ICE Biofuels Securities are not redeemable at the option of SEK. However, the Indenture under which the ICE Biofuels Securities are issued permits us to elect to redeem the ICE Biofuels Securities upon the occurrence of a change in Swedish tax law requiring us to withhold amounts payable on the ICE Biofuels Securities in respect of Swedish taxes and, as a result, to pay additional amounts. See “*Provisions Applicable to All Securities—The Prospectus—Optional Redemption Due to Change in Swedish Tax Treatment*” below.

#### ***Repurchase Procedures***

You may, subject to the minimum repurchase amount described above, elect to offer your ICE Biofuels Securities to SEK for repurchase on any repurchase date during the term of the ICE Biofuels Securities. If you wish to offer your ICE Biofuels Securities to SEK for repurchase, you and your broker must follow the following procedures:

- your broker must deliver an irrevocable offer for repurchase, a form of which is attached as Annex A to the pricing supplement for the ICE Biofuels Securities, to BofAS by 5:00 p.m., New York City time, on the fifth scheduled business day before the applicable valuation date prior to the applicable repurchase date. You must offer \$5,000,000 principal amount or more of your ICE Biofuels Securities for repurchase by SEK on any repurchase date. BofAS must acknowledge receipt from your broker in order for your offer to be effective;

- your broker must book a delivery vs. payment trade with respect to your ICE Biofuels Securities on the applicable valuation date at a price equal to the applicable weekly repurchase value, facing BofAS; and
- your broker must cause your DTC custodian to deliver the trade as booked for settlement via DTC at or prior to 10:00 a.m., New York City time, on the applicable repurchase date (the fourth business day following the valuation date).

Different brokers and DTC participants may have different deadlines for accepting instructions from their customers. Accordingly, you should consult the brokerage firm or other DTC participant through which you own your interest in the ICE Biofuels Securities in respect of such deadlines. If BofAS does not receive your offer for repurchase from your broker or DTC participant by 5:00 p.m., on the fifth scheduled business day prior to the applicable valuation date, your offer will not be effective and we will not accept your offer to us to repurchase your ICE Biofuels Securities on the applicable repurchase date. Any repurchase instructions which we receive in accordance with the procedures described above will be irrevocable.

#### ***Market Disruption Event***

As set forth under “—*Payment at Maturity*” and “—*Payment Upon Repurchase*” above, the calculation agent will determine the level of the ICE Biofuels Index on each valuation date, including the final valuation date. As described above, a valuation date may be postponed and thus the determination of the level of the ICE Biofuels Index may be postponed if the calculation agent reasonably determines that, on a valuation date, a market disruption event has occurred or is continuing in respect of an ICE Biofuels Index Component.

Any of the following will be a market disruption event:

- a material limitation, suspension or disruption in the trading of any ICE Biofuels Index Component which results in a failure by the trading facility on which the relevant contract is traded to report a daily contract reference price (the price of the relevant contract that is used as a reference or benchmark by market participants);
- the daily contract reference price for any ICE Biofuels Index Component is a “limit price”, which means that the daily contract reference price for such contract has increased or decreased from the previous day’s daily contract reference price by the maximum amount permitted under the applicable rules or procedures of the relevant trading facility;
- failure of the applicable trading facility or other price source to announce or publish the daily contract reference price for one or more ICE Biofuels Index Components; or
- any other event, if the calculation agent reasonably determines, after consultation with SEK and the hedge counterparties and agreement among such parties, that the event materially interferes with our hedge counterparties’ ability to unwind all or a material portion of a hedge with respect to the ICE Biofuels Securities that we or our affiliates have effected or may effect as described under “*Use of Proceeds and Hedging*” in the pricing supplement for the ICE Biofuels Securities.

The following events will **not** be market disruption events:

- a limitation on the hours or numbers of days of trading on a trading facility on which any ICE Biofuels Index Component is traded, but only if the limitation results from an announced change in the regular business hours of the relevant market; or
- a decision by a trading facility to permanently discontinue trading in any ICE Biofuels Index Component.

#### ***Default Amount on Acceleration***

If an event of default occurs and the maturity of the ICE Biofuels Securities is accelerated, we will pay the default amount in respect of the principal of each ICE Biofuels Security at maturity. We describe the default amount below under “—*Default Amount*”.

For the purpose of determining whether the holders of our medium-term notes, of which the ICE Biofuels Securities are a part, are entitled to take any action under the Indenture, we will treat the stated principal amount of each ICE Biofuels Security outstanding as the principal amount of that ICE Biofuels Security. Although the terms of the ICE Biofuels Securities may differ from those of the other medium-term notes, holders of specified percentages in principal amount of all medium-term notes, together in some cases with other series of our debt securities, will be able to take action affecting all the medium-term notes, including the ICE Biofuels Securities. This action may involve changing some of the terms that apply to the medium-term notes, accelerating the maturity of the medium-term notes after a default or waiving some of our obligations under the Indenture.

#### ***Default Amount***

If a holder of an ICE Biofuels Security accelerates the maturity of the ICE Biofuels Security upon an event of default under the Indenture referenced in the Prospectus, the amount payable upon acceleration will be the weekly repurchase value determined by the calculation agent on the next valuation date.

#### ***Further Issuances***

We have since the inception date and may in the future, from time to time, without your consent, create and issue additional securities having the same terms and conditions as the ICE Biofuels Securities. If there is substantial demand for the ICE Biofuels Securities, we may issue additional securities frequently. We may consolidate the additional securities to form a single class with the outstanding ICE Biofuels Securities. Requests for additional distributions may be made to BofAS but acceptance of such requests will be at SEK’s discretion and SEK will be under no obligation to accept such requests.

#### ***Discontinuance or Modification of the ICE Biofuels Index***

If the Index Administrator reasonably determines that it is necessary to discontinue publication of the ICE Biofuels Index and the Index Administrator or any other person or entity publishes an index that the calculation agent, after consultation with SEK, reasonably determines is



comparable to the ICE Biofuels Index and approves as a successor index, then the calculation agent will determine the level of the ICE Biofuels Index on the applicable valuation date and the amount payable at maturity or upon repurchase by SEK by reference to such successor index for the period following the discontinuation of the ICE Biofuels Index.

If the calculation agent reasonably determines that the publication of the ICE Biofuels Index is discontinued and that there is no successor index, the calculation agent, after consultation with SEK, will determine the amount payable by a computation methodology that the calculation agent determines will as closely as reasonably possible replicate the ICE Biofuels Index.

If the calculation agent reasonably determines that the ICE Biofuels Index, the ICE Biofuels Index Components or the method of calculating the ICE Biofuels Index has been changed at any time in any significant respect — including any addition, deletion or substitution and any reweighting of ICE Biofuels Index Components, and whether the change is made by the Index Administrator under its existing policies or following a modification of those policies, is due to the publication of a successor index, is due to events affecting one or more of the ICE Biofuels Index Components, or is due to any other reason — then the calculation agent, after consultation with SEK, will be permitted (but not required) to make such adjustments to the ICE Biofuels Index or method of calculating the ICE Biofuels Index as it reasonably believes are appropriate to ensure that the level of the ICE Biofuels Index used to determine the amount payable on the maturity date or upon repurchase by SEK replicates as fully as possible the economic character of the ICE Biofuels Index.

All determinations and adjustments to be made by the calculation agent with respect to the level of the ICE Biofuels Index and the amount payable at maturity or upon repurchase by SEK or otherwise relating to the level of the ICE Biofuels Index may be made in the calculation agent's reasonable discretion. The calculation agent shall make all determinations and adjustments such that, to the greatest extent possible, the fundamental economic terms of the ICE Biofuels Index are equivalent to those immediately prior to the event requiring or permitting such determinations or adjustments.

#### ***Manner of Payment and Delivery***

Any payment on or delivery of the ICE Biofuels Securities at maturity will be made to accounts designated by you and approved by us, or at the office of the trustee in New York City, but only when the ICE Biofuels Securities are surrendered to the trustee at that office. We also may make any payment or delivery in accordance with the applicable procedures of the depository.

#### ***Role of the Calculation Agent***

BofAS will serve as the calculation agent. The calculation agent will, in its reasonable discretion, make all determinations regarding the value of the ICE Biofuels Securities, including at maturity or upon repurchase by SEK, market disruption events, business days, trading days, the fee factor, the index factor, the default amount, the initial index level, the final index level, the closing level of the ICE Biofuels Index on any valuation date, the maturity date, repurchase dates, the amount payable in respect of your ICE Biofuels Securities at maturity or upon repurchase by SEK and any other calculations or determinations to be made by the calculation agent as specified herein.

Absent manifest error, all determinations of the calculation agent will be final and binding on you and us, without any liability on the part of the calculation agent. You will not be entitled to any compensation from us for any loss suffered as a result of any of the above determinations by the calculation agent.

***Listing***

The ICE Biofuels Securities are listed on the NYSE Arca under the ticker symbol “FUE”.

**ELEMENTS<sup>SM</sup> Linked to the ICE BofAML Commodity index eXtra (GRains)— Total Return due February 14, 2023**

**Pricing Supplement No. 33**

***General***

The ICE GRains Securities are medium-term notes that are uncollateralized debt securities and are linked to the performance of the ICE BofAML Commodity index eXtra (GRains)— Total Return (the “ICE GRains Index”).

The return on the ICE GRains Securities is linked to the performance of the ICE GRains Index (Bloomberg symbol: MLCXGRTR). The ICE GRains Index was created by MLCI in conjunction with Merrill Lynch, Pierce, Fenner and Smith Limited in 2006 and is designed to provide a benchmark for the grains sector and for investment in commodities as an asset class. Since the sale of the ICE GRains Index to ICE on October 22, 2017, ICE has served as the Index Administrator of the ICE GRains Index. The ICE GRains Index comprises futures contracts (each an “ICE GRains Index Component”) on four physical commodities: corn, soybeans, soybean meal and wheat. The ICE GRains Index is a total return index; thus it is designed to reflect the performance of a fully collateralized investment in the ICE GRains Index Components.

***Coupon***

We will not pay you interest during the term of the ICE GRains Securities.

***Denomination***

We issued the ICE GRains Securities in denominations of \$10 stated principal amount.

***Payment at Maturity***

If you hold your ICE GRains Securities to maturity, you will receive a cash payment at maturity that is linked to the percentage change in the level of the ICE GRains Index from the inception date to the value calculated on the final valuation date (which refers to February 7, 2023). Your cash payment at maturity will be equal to the principal amount of your ICE GRains Securities *times* the index factor calculated on the final valuation date *times* the fee factor on the final valuation date.

The index factor calculated on the final valuation date will equal the average of the closing levels of the ICE GRains Index for the five trading days immediately prior to and including the final valuation date (the "ICE GRains Index Calculation Period") *divided by* the initial index level. The initial index level is equal to 146.17. This represents an adjusted level of the ICE GRains Index on the inception date due to a market disruption event (as described herein) with respect to the futures contract on wheat, an ICE GRains Index Component. The initial index level was determined by reference to the values of the ICE GRains Index Components unaffected by the market disruption event on the inception date and by reference to the value of the wheat futures contract on February 11, 2008, the first trading day after the inception date on which there was no market disruption event occurring with respect to that futures contract.

If a market disruption event with respect to an ICE GRains Index Component occurs and is occurring during the ICE GRains Index Calculation Period, then the level of the ICE GRains Index will be calculated by reference to the values of the ICE GRains Index Components unaffected by the market disruption event on the scheduled trading days the ICE GRains Index Calculation Period and by reference to the values of the affected ICE GRains Index Components on the trading days during the ICE GRains Index Calculation Period when there is no market disruption event occurring. If a market disruption event occurs or is occurring on any scheduled trading day during the ICE GRains Index Calculation Period, the value of the affected ICE GRains Index Component on such trading day will be the value of the affected ICE GRains Index Component on the next trading day on which no market disruption event occurs or is occurring with respect to such ICE GRains Index Component. If a market disruption event occurs or is occurring on the final valuation date, the calculation agent will postpone the final valuation date until the next trading day when there is no market disruption event occurring with respect to such ICE GRains Index Component, but in no event will the final valuation date be postponed by more than five scheduled trading days. If a market disruption event with respect to an ICE GRains Index Component continues for five scheduled trading days after the scheduled final valuation date, then the level of the ICE GRains Index will be calculated by reference to the value of such affected ICE GRains Index Component for the applicable scheduled trading days on which a market disruption event was occurring, determined (or, if not determinable, estimated) by the calculation agent in a manner that is commercially reasonable under the circumstances on the final valuation day, as postponed. If the final valuation date is postponed due to a market disruption event as described above, the maturity date will also be postponed by an equal number of business days up to five business days.

The fee factor is equal to one minus the product of (i) the annual investor fee and (ii) the number of days elapsed from the inception date to and including the final valuation date *divided by* 365. The annual investor fee is equal to 0.75%.

If the maturity date is not a business day, the maturity date will be the next following business day. In the event that payment at maturity is deferred beyond the stated maturity date as provided herein, no interest or other amount will accrue or be payable with respect to that deferred payment.

***Payment Upon Repurchase***

Prior to maturity, you may, subject to certain restrictions, choose to offer your ICE GRains Securities for repurchase by SEK on any repurchase date during the term of the ICE GRains Securities. If you choose to offer your ICE GRains Securities for repurchase, you must offer at least \$5,000,000 principal amount of ICE GRains Securities to SEK for repurchase on any repurchase date. If you offer at least \$5,000,000 principal amount of ICE GRains Securities to SEK for repurchase and fulfill the repurchase procedures described below for a repurchase date, SEK will be obligated to repurchase your ICE GRains Securities, and on the repurchase date, you will receive a cash payment on such date in an amount equal to the weekly repurchase value, which is the principal amount of your ICE GRains Securities *times* the index factor on the relevant valuation date *times* the fee factor on the relevant valuation date.

The index factor on the relevant valuation date is the closing level of the ICE GRains Index on that day *divided by* the initial index level. The initial index level is equal to 146.17. This represents an adjusted level of the ICE GRains Index on the inception date due to a market disruption event (as described herein) with respect to the futures contract on wheat, an ICE GRains Index Component. The initial index level was determined by reference to the values of the ICE GRains Index Components unaffected by the market disruption event on the inception date and by reference to the value of the wheat futures contract on February 11, 2008, the first trading day after the inception date on which there was no market disruption event occurring with respect to that futures contract.

The fee factor is equal to one minus the product of (i) the annual investor fee and (ii) the number of days elapsed from the inception date to and including the applicable valuation date *divided by* 365. The annual investor fee is equal to 0.75%.

A valuation date is each Tuesday from May 13, 2008 to February 7, 2023 inclusive or, if such date is not a trading day, the next succeeding trading day, unless the calculation agent reasonably determines that a market disruption event occurs or is continuing on that day in respect to an ICE GRains Index Component. The weekly scheduled valuation date may be postponed due to a market disruption event with respect to an ICE GRains Index Component up to four scheduled trading days. If a market disruption event with respect to an ICE GRains Index Component occurs, the level of the ICE GRains Index with respect to such repurchase date will be calculated by reference to the values of the unaffected ICE GRains Index Components on the scheduled weekly valuation date and by reference to the values of the affected ICE GRains Index Components on the first trading day after the scheduled valuation date on which no market disruption event occurs or is continuing, up to four scheduled trading days after the scheduled valuation date. If a market disruption event with respect to an ICE GRains Index Component is continuing after four scheduled trading days, the level of the ICE GRains Index for such weekly repurchase date will be calculated by reference to the value of the affected ICE GRains Index Component determined (or, if not determinable, estimated) by the calculation agent in a manner that is commercially reasonable under the circumstances on the fourth scheduled trading day after the scheduled valuation date, which shall be such weekly valuation date, as postponed. If the valuation date is postponed due to a market disruption event with respect to an ICE GRains Index Component, the repurchase date will also be postponed by an equal number of business days.

A repurchase date is the fourth business day following a valuation date. The first weekly repurchase date was May 19, 2008. Unless the scheduled repurchase date is postponed due to a market disruption event as described above, the final day on which SEK will repurchase your ICE GRains Securities will be January 30, 2023.

In the event that payment upon repurchase by SEK is deferred beyond the original repurchase date as provided herein, no interest or other amount will accrue or be payable with respect to that deferred payment.

The ICE GRains Securities are not redeemable at the option of SEK. However, the Indenture under which the ICE GRains Securities are issued permits us to elect to redeem the ICE GRains Securities upon the occurrence of a change in Swedish tax law requiring us to withhold amounts payable on the ICE GRains Securities in respect of Swedish taxes and, as a result, to pay additional amounts. See “*Provisions Applicable to All Securities—The Prospectus—Optional Redemption Due to Change in Swedish Tax Treatment*” below.

#### ***Repurchase Procedures***

You may, subject to the minimum repurchase amount described above, elect to offer your ICE GRains Securities to SEK for repurchase on any repurchase date during the term of the ICE GRains Securities. If you wish to offer your ICE GRains Securities to SEK for repurchase, you and your broker must follow the following procedures:

- your broker must deliver an irrevocable offer for repurchase, a form of which is attached as Annex A to the pricing supplement for the ICE GRains Securities, to BofAS by 5:00 p.m., New York City time, on the fifth scheduled business day before the applicable valuation date prior to the applicable repurchase date. You must offer \$5,000,000 principal amount or more of your ICE GRains Securities for repurchase by SEK on any repurchase date. BofAS must acknowledge receipt from your broker in order for your offer to be effective;
- your broker must book a delivery vs. payment trade with respect to your ICE GRains Securities on the applicable valuation date at a price equal to the applicable weekly repurchase value, facing BofAS; and
- your broker must cause your DTC custodian to deliver the trade as booked for settlement via DTC at or prior to 10:00 a.m. New York City time on the applicable repurchase date (the fourth business day following the valuation date).

Different brokers and DTC participants may have different deadlines for accepting instructions from their customers. Accordingly, you should consult the brokerage firm or other DTC participant through which you own your interest in the ICE GRains Securities in respect of such deadlines. If BofAS does not receive your offer for repurchase from your broker or DTC participant by 5:00 p.m., on the fifth scheduled business day prior to the applicable valuation date, your offer will not be effective and we will not accept your offer to us to repurchase your ICE GRains Securities on the applicable repurchase date. Any repurchase instructions which we receive in accordance with the procedures described above will be irrevocable.

### ***Market Disruption Event***

As set forth under “—*Payment at Maturity*” and “—*Payment Upon Repurchase*” above, the calculation agent will determine the level of the ICE GRains Index on each valuation date, including the final valuation date. As described above, a valuation date may be postponed and thus the determination of the level of the ICE GRains Index may be postponed if the calculation agent reasonably determines that, on a valuation date, a market disruption event has occurred or is continuing in respect of an ICE GRains Index Component.

Any of the following will be a market disruption event:

- a material limitation, suspension or disruption in the trading of any ICE GRains Index Component which results in a failure by the trading facility on which the relevant contract is traded to report a daily contract reference price (the price of the relevant contract that is used as a reference or benchmark by market participants);
- the daily contract reference price for any ICE GRains Index Component is a “limit price”, which means that the daily contract reference price for such contract has increased or decreased from the previous day’s daily contract reference price by the maximum amount permitted under the applicable rules or procedures of the relevant trading facility;
- failure of the applicable trading facility or other price source to announce or publish the daily contract reference price for one or more ICE GRains Index Components; or
- any other event, if the calculation agent reasonably determines, after consultation with SEK and the hedge counterparties and agreement among such parties, that the event materially interferes with our hedge counterparties’ ability to unwind all or a material portion of a hedge with respect to the ICE GRains Securities that we or our affiliates have effected or may effect as described under “*Use of Proceeds and Hedging*” in the pricing supplement for the ICE GRains Securities.

The following events will not be market disruption events:

- a limitation on the hours or numbers of days of trading on a trading facility on which any ICE GRains Index Component is traded, but only if the limitation results from an announced change in the regular business hours of the relevant market; or
- a decision by a trading facility to permanently discontinue trading in any ICE GRains Index Component.

### ***Default Amount on Acceleration***

If an event of default occurs and the maturity of the ICE GRains Securities is accelerated, we will pay the default amount in respect of the principal of each ICE GRains Security at maturity. We describe the default amount below under “—*Default Amount*”.

For the purpose of determining whether the holders of our medium-term notes, of which the ICE GRains Securities are a part, are entitled to take any action under the Indenture, we will treat the

stated principal amount of each ICE GRains Security outstanding as the principal amount of that ICE GRains Security. Although the terms of the ICE GRains Securities may differ from those of the other medium-term notes, holders of specified percentages in principal amount of all medium-term notes, together in some cases with other series of our debt securities, will be able to take action affecting all the medium-term notes, including the ICE GRains Securities. This action may involve changing some of the terms that apply to the medium-term notes, accelerating the maturity of the medium-term notes after a default or waiving some of our obligations under the Indenture.

*Default Amount*

If a holder of an ICE GRains Security accelerates the maturity of the ICE GRains Security upon an event of default under the Indenture referenced in the Prospectus, the amount payable upon acceleration will be the weekly repurchase value determined by the calculation agent on the next valuation date.

*Further Issuances*

We have since the inception date and may in the future, from time to time, without your consent, create and issue additional securities having the same terms and conditions as the ICE GRains Securities. If there is substantial demand for the ICE GRains Securities, we may issue additional securities frequently. We may consolidate the additional securities to form a single class with the outstanding ICE GRains Securities. Requests for additional distributions may be made to BofAS but acceptance of such requests will be at SEK's discretion and SEK will be under no obligation to accept such requests.

#### ***Discontinuance or Modification of the ICE GRains Index***

If the Index Administrator reasonably determines that it is necessary to discontinue publication of the ICE GRains Index and the Index Administrator or any other person or entity publishes an index that the calculation agent, after consultation with SEK, reasonably determines is comparable to the ICE GRains Index and approves as a successor index, then the calculation agent will determine the level of the ICE GRains Index on the applicable valuation date and the amount payable at maturity or upon repurchase by SEK by reference to such successor index for the period following the discontinuation of the ICE GRains Index.

If the calculation agent reasonably determines that the publication of the ICE GRains Index is discontinued and that there is no successor index, the calculation agent, after consultation with SEK, will determine the amount payable by a computation methodology that the calculation agent determines will as closely as reasonably possible replicate the ICE GRains Index.

If the calculation agent reasonably determines that the ICE GRains Index, the ICE GRains Index Components or the method of calculating the ICE GRains Index has been changed at any time in any significant respect — including any addition, deletion or substitution and any reweighting of ICE GRains Index Components, and whether the change is made by the Index Administrator under its existing policies or following a modification of those policies, is due to the publication of a successor index, is due to events affecting one or more of the ICE GRains Index Components, or is due to any other reason — then the calculation agent, after consultation with SEK, will be permitted (but not required) to make such adjustments to the ICE GRains Index or method of calculating the ICE GRains Index as it reasonably believes are appropriate to ensure that the level of the ICE GRains Index used to determine the amount payable on the maturity date or upon repurchase by SEK replicates as fully as possible the economic character of the ICE GRains Index.

All determinations and adjustments to be made by the calculation agent with respect to the level of the ICE GRains Index and the amount payable at maturity or upon repurchase by SEK or otherwise relating to the level of the ICE GRains Index may be made in the calculation agent's reasonable discretion. The calculation agent shall make all determinations and adjustments such that, to the greatest extent possible, the fundamental economic terms of the ICE GRains Index are equivalent to those immediately prior to the event requiring or permitting such determinations or adjustments.

#### ***Manner of Payment and Delivery***

Any payment on or delivery of the ICE GRains Securities at maturity will be made to accounts designated by you and approved by us, or at the office of the trustee in New York City, but only when the ICE GRains Securities are surrendered to the trustee at that office. We also may make any payment or delivery in accordance with the applicable procedures of the depository.

#### ***Role of the Calculation Agent***

BofAS will serve as the calculation agent. The calculation agent will, in its reasonable discretion, make all determinations regarding the value of the ICE GRains Securities, including at maturity or upon repurchase by SEK, market disruption events, business days, trading days, the fee factor,



the index factor, the default amount, the initial index level, the final index level, the closing level of the ICE GRains Index on any valuation date, the maturity date, repurchase dates, the amount payable in respect of your ICE GRains Securities at maturity or upon repurchase by SEK and any other calculations or determinations to be made by the calculation agent as specified herein. Absent manifest error, all determinations of the calculation agent will be final and binding on you and us, without any liability on the part of the calculation agent. You will not be entitled to any compensation from us for any loss suffered as a result of any of the above determinations by the calculation agent.

#### ***Listing***

The ICE GRains Securities are listed on the NYSE Arca under the ticker symbol “GRU”. If an active secondary market in the ICE GRains Securities develops, we expect that investors will purchase and sell the ICE GRains Securities primarily in this secondary market.

#### **PROVISIONS APPLICABLE TO ALL SECURITIES**

When we capitalized terms that we do not define in this Exhibit 2.12, those terms have the meanings given in the Indenture. Section references included in this section, refer to sections in the Indenture.

#### **The Prospectus Supplement**

##### ***Business Days***

The term “business day” with respect to the Securities means any day, other than a Saturday or Sunday, that is a day on which, in relevant part, commercial banks are generally open for business in The City of New York and commercial banks are generally open for business in such other place or places as may be set forth in the applicable pricing supplement.

##### ***Form of the Notes***

We issued the Notes initially in the form of a single master global note in fully registered form, without coupons. A master global note was initially registered in the name of a nominee (Cede & Co.) of DTC, as depositary. Notes need not be represented by such master global note, and may instead be represented by separate global notes. Except as set forth under “—*Book-Entry Notes*” in the applicable prospectus supplement for the Notes, the Notes will not be issuable as certificated notes.

As an owner of book-entry securities represented by a global security, you will not be entitled to (1) receive physical delivery of the Securities in certificated form or (2) have any of the securities registered in your name, except under the circumstances described under “—*Certificated Notes*” in the applicable prospectus supplement for the Securities.

##### ***Paying Agents, Transfer Agents, Exchange Rate Agents and Calculation Agents***

Until the Notes are paid, we will maintain a paying agent and transfer agent in The City of New York. We have initially appointed the trustee (currently located at 204 Greenwich Street (Attn:

Trust Services Window), New York, New York 10286) to serve as our paying agent and transfer agent.

We will appoint an exchange rate agent to determine the exchange rate for converting payments on Notes denominated in a currency other than U.S. dollars into U.S. dollars, where applicable. In addition, as long as any indexed Notes are outstanding, we will maintain a calculation agent for calculating the interest rate and interest payments, or indexed principal amount and/or indexed interest amount on the Notes.

#### ***Sinking Fund***

The Notes are not subject to any sinking fund.

#### ***Notices***

Notices to holders of the Notes will be made by first class mail, postage prepaid, or sent by facsimile transmission to the registered holders. Under the Indenture, we have irrevocably appointed Business Sweden in The City of New York as our authorized agent for service of process in any action based on the debt securities brought against us in any State or federal court in The City of New York. Under the Indenture, we will waive any immunity from the jurisdiction of these courts to which we might be entitled in any action based on these debt securities.

#### ***Recovery and Resolution Matters***

Directive 2014/59/EU (as amended, supplemented or replaced from time to time, the “BRRD”), also known as the European Bank Recovery and Resolution Directive, provides an EU-wide framework for the recovery and resolution of credit institutions and investment firms, their subsidiaries and certain holding companies. The BRRD requires all member states to provide their relevant resolution authorities with a set of tools to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimizing the impact of an institution's failure on the broader economy and financial system.

In Sweden, the requirements of the BRRD are implemented into national law, *inter alia*, by the Resolution Act 2016 (as amended, the “Resolution Act”). Moreover, the Resolution Act confers substantial powers on the Swedish National Debt Office (the “Debt Office”) and the Swedish Financial Supervisory Authority (the “SFSA”) to enable it to take a range of actions in relation to Swedish financial institutions that are considered to be at risk of failing. The Resolution Act includes the introduction of the bail-in and a requirement for the terms of debt instruments that are not governed by the law of a EEA jurisdiction (including the Notes) to contain a contractual clause whereby the holders of debt instruments recognize the applicability of the bail-in powers to instruments. For more information on the contractual recognition of the bail-in tool, see “—*Agreement with Respect to the Exercise of Bail-in Power*”.

Under the Resolution Act, substantial powers are granted to the Debt Office (in certain circumstances, in consultation with the SFSA). These powers enable the Debt Office to implement resolution measures with respect to a relevant Swedish entity in circumstances in

which Debt Office considers the failure of the relevant entity has become highly likely and a threat is posed to the public interest. The stabilization options available to the Debt Office (all of the below except for (v), which is available to the Swedish Government) provide for:

- (i) private sector transfer of all or part of the business of the relevant entity;
- (ii) transfer of all or part of the business of the relevant entity to a “bridge bank”;
- (iii) transfer to an asset management vehicle;
- (iv) the bail-in tool; and
- (v) temporary public ownership (nationalization) of the relevant entity.

Each of these stabilization options is achieved through the exercise of one or more “stabilization powers,” which include (i) the power to make share transfer orders pursuant to which all or some of the securities issued by a Swedish entity may be transferred to a commercial purchaser, a bridge bank or the Swedish government; (ii) the resolution instrument power that includes the exercise of the bail-in tool; (iii) the power to transfer all or some of the property, rights and liabilities of a Swedish entity to a commercial purchaser or the Debt Office; and (iv) the third country instrument powers that recognize the effect of similar special resolution action taken under the law of a country outside the EU. A share transfer order can extend to a wide range of securities, including shares and bonds issued by a Swedish entity and warrants for those shares and bonds, and could, therefore, apply to the Notes. In addition, the Resolution Act grants powers to modify contractual arrangements in certain circumstances and powers to suspend enforcement or termination rights that might be invoked as a result of the exercise of the resolution powers. The resolution powers are designed to be triggered prior to insolvency of an issuer.

The stabilization options are intended to be used prior to the point at which any insolvency proceedings with respect to the relevant entity could have been initiated. The purpose of the stabilization options is to address the situation where all or part of a business of a relevant entity has encountered, or is likely to encounter, financial difficulties, giving rise to wider public interest concerns. Accordingly, the stabilization options may be exercised if the Debt Office determines that: (i) a relevant entity (such as SEK) is failing or is likely to fail; (ii) it is not reasonably likely that any action will be taken to avoid the entity’s failure (other than pursuant to the other stabilization powers under the Resolution Act); (iii) the exercise of the stabilization powers are necessary, taking into account certain public interest considerations such as the stability of the Swedish financial system, public confidence in the Swedish banking and resolution systems and the protection of depositors (also regulated by the SFSA); and (iv) the objectives of the resolution measures would not be met to the same extent by the winding up of the entity. The use of different stabilization powers is also subject to further “specific conditions” that vary according to the relevant stabilization power being used.

The Debt Office is not required to provide any advance notice to holders of the Notes of its decision to exercise any resolution power. Holders of the Notes may have only very limited rights to challenge or seek a suspension of any decision of the Debt Office to exercise its

resolution powers (including the Bail-in Power) or to have that decision reviewed by a judicial or administrative process or otherwise.

The Debt Office may exercise the Bail-in Power to enable it to recapitalize an institution in resolution by allocating losses to its shareholders and unsecured creditors (which include holders of the Notes) in a manner that (i) ought to respect the hierarchy of claims in an ordinary insolvency and (ii) is consistent with shareholders and creditors not receiving a less favorable treatment than they would have received in ordinary insolvency proceedings of the relevant entity. Insured deposits and liabilities to the extent they are secured are among the liabilities excluded from the scope of the Bail-in Power.

The Bail-in Power includes the power to cancel a liability or modify the terms of contracts for the purposes of reducing or deferring the liabilities of the relevant entity under resolution and the power to convert a liability from one form or class to another. The exercise of such powers may result in the cancellation of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, the Notes and/or the conversion of all or a portion of the principal amount of, interest on, or any other amounts payable on, the Notes into shares or other securities or other obligations of SEK or another person, including by means of a variation to the terms of the Notes, in each case, to give effect to the exercise by the Debt Office of that power.

Where the conditions for intervention under the Resolution Act and the use of the Bail-in Power have been met, the Debt Office would be expected to exercise these powers without the further consent of the holders of the Notes.

***Agreement with Respect to the Exercise of Bail-in Power***

In accordance with the Resolution Act, the terms of the Notes include the following contractual recognition of the exercise of the Bail-in Power (as defined below) by the Debt Office:

By its acquisition of the Notes, each holder of the Notes acknowledges, agrees to be bound by, and consents to the exercise of, any Bail-in Power by the Debt Office that may result in the cancellation of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, the Notes and/or the conversion of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, the Notes into shares or other securities or other obligations of SEK or another person, including by means of a variation to the terms of the Notes, in each case, to give effect to the exercise by the Debt Office of such Bail-in Power. Each holder of the Notes further acknowledges and agrees that the rights of the holders of the Notes are subject to, and will be varied, if necessary, so as to give effect to, the exercise of any Bail-in Power by the Debt Office.

For purposes of the Notes, a “Bail-in Power” is any statutory write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in Sweden in effect and applicable in Sweden to SEK, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of the BRRD and/or within the context of a Swedish resolution regime under the Resolution Act, or otherwise, pursuant to which obligations of a bank, banking group

company, credit institution or investment firm or any of its affiliates can be reduced, cancelled and/or converted into shares or other securities or obligations of the obligor or any other person.

If any Notes provide for the delivery of property, any reference in the Prospectus and the applicable pricing supplement, to payment by SEK under the Notes will be deemed to include such delivery of property.

No repayment of the principal amount of the Notes or payment of interest on, or any other amount payable on, the Notes shall become due and payable after the exercise of any Bail-in Power by the Debt Office unless such repayment or payment would be permitted to be made by SEK under the laws and regulations of Sweden and the EU applicable to SEK.

By its acquisition of the Notes, each holder of the Notes, to the extent permitted by the Trust Indenture Act, waives any and all claims against the trustee for, agrees not to initiate a suit against the trustee in respect of, and agrees that the trustee shall not be liable for, any action that the trustee takes, or abstains from taking, in accordance with the exercise of the Bail-in Power by the Debt Office with respect to the Notes.

Upon the exercise of the Bail-in Power by the Debt Office with respect to the Notes, SEK shall provide a written notice to DTC as soon as practicable regarding such exercise of the Bail-in Power for purposes of notifying holders of such occurrence. SEK shall also deliver a copy of such notice to the trustee for information purposes.

Under the terms of the Notes, the exercise of the Bail-in Power by the Debt Office with respect to the Notes will not be a default or an event of default (as each term is defined in the Indenture).

By its acquisition of the Notes, each holder of the Notes acknowledges and agrees that the exercise of the Bail-in Power by the Debt Office with respect to the Notes shall not give rise to a default for purposes of Section 315(b) (*Notice of Defaults*) and Section 315(c) (*Duties of the Trustee in Case of Default*) of the Trust Indenture Act.

Our obligations to indemnify the trustee in accordance with Section 607 of the Indenture shall survive the exercise of the Bail-in Power by the Debt Office with respect to any Notes.

By its acquisition of the Notes, each holder of the Notes acknowledges and agrees that, upon the exercise of any Bail-in Power by the Debt Office with respect to the Notes, (a) the trustee shall not be required to take any further directions from holders of the Notes under Section 512 (*Control by Holders*) of the Indenture, which section authorizes holders of a majority in aggregate outstanding principal amount of the Notes to direct certain actions relating to the Notes, and (b) the Indenture shall impose no duties upon the trustee whatsoever with respect to the exercise of any Bail-in Power by the Debt Office. Notwithstanding the foregoing, if, following the completion of the exercise of the Bail-in Power by the Debt Office in respect of the Notes, the Notes remain outstanding (for example, if the exercise of the Bail-in Power results in only a partial write-down of the principal of such Notes), then the trustee's duties under the Indenture shall remain applicable with respect to the Notes following that completion to the extent that we and the trustee shall agree pursuant to a supplemental indenture.

By its acquisition of the Notes, each holder of the Notes shall be deemed to have (a) consented to the exercise of any Bail-in Power as it may be imposed without any prior notice by the Debt Office of its decision to exercise that power with respect to the Notes and (b) authorized, directed and requested DTC and any direct participant in DTC or other intermediary through which it holds the Notes to take any and all necessary action, if required, to implement the exercise of any Bail-in Power with respect to the Notes as it may be imposed, without any further action or direction on the part of that holder or the trustee.

If, under the terms of the relevant Notes, we have elected or are required to redeem the Notes, or if you have exercised an option to require us to repurchase the Notes, but, in each case, prior to the payment of the redemption or repurchase amount with respect to that redemption or repurchase the Debt Office exercises its Bail-in Power in respect of the Notes, the relevant redemption or repurchase notice, if any, shall be automatically rescinded and shall be of no force and effect, and no payment of the redemption amount or repurchase amount will be due and payable.

For the avoidance of doubt, references to “you” and “holder” in this section include beneficial owners of the Notes.

#### ***Subsequent Holders’ Agreement***

Holders of the Notes that acquire those Notes in the secondary market shall be deemed to acknowledge, agree to be bound by and consent to the same provisions specified herein to the same extent as the holders of the Notes that acquire the Notes upon their initial issuance, including, without limitation, with respect to the acknowledgement and agreement to be bound by and consent to the terms of the Notes, including in relation to the Bail-in Power.

#### **The Prospectus**

##### ***Payment and Paying Agents***

We will make payment of any principal or premium in respect of registered securities against surrender of such registered securities at the office of the trustee or its designee in the Borough of Manhattan, The City of New York. Unless otherwise indicated in the applicable prospectus supplement, we will make payment of any installment of interest on any registered security to the person in whose name such registered security is registered (which, in the case of a global security, will be the depository or its nominee) at the close of business on the regular record date for such interest payment; *provided, however*, that any interest payable at maturity will be paid to the person to whom any principal is paid. Unless otherwise specified in the applicable prospectus supplement, payments in respect of registered securities will be made in the currency designated for payment at the office of such paying agent or paying agents as we may appoint from time to time, except that any such payment may be made by check mailed to the address of the person entitled thereto as it appears in the security register, by wire transfer to an account designated by such person or by any other means acceptable to the trustee and specified in the applicable prospectus supplement. (*Section 307*)

Unless otherwise specified in the applicable prospectus supplement, we will appoint the office of the trustee or its designee in the Borough of Manhattan, The City of New York, as our sole

paying agent for payments in respect of the debt securities of any series that are issuable solely as registered securities. Any other paying agent we initially appoint for the debt securities of a series will be named in the applicable prospectus supplement. We may at any time designate additional paying agents or terminate the appointment of any paying agent or approve a change in the office through which any paying agent acts, except that we will maintain at least one paying agent in the Borough of Manhattan, The City of New York, for payments in respect of registered securities. (*Section 1002*)

Any payment we are required to make in respect of a debt security at any place of payment on a date that is not a business day need not be made at such place of payment on such date, but may be made on the first succeeding business day with the same force and effect as if made on such date, and no additional interest shall accrue as a result of such delayed payment. (*Section 113*)

All moneys we pay to a paying agent for the payment of any principal, premium or interest in respect of any debt security that remain unclaimed at the end of two years after such principal, premium or interest shall have become due and payable will be repaid to us, and the holder of such debt security will thereafter look only to us for payment thereof. (*Section 1003*)

#### ***Additional Amounts***

We will make any payments of principal, premium or interest in respect of any debt security without deduction or withholding for or on account of any present or future taxes, assessments or other governmental charges imposed on such debt security or the holder thereof, or by reason of the making of any such payment, by Sweden or any political subdivision or taxing authority thereof or therein. Unless otherwise specified in the applicable prospectus supplement, if we are required by law to make any such deduction or withholding, we will pay such additional amounts as may be necessary so that every net payment in respect of such debt security paid to the holder thereof will not be less than the amount provided for in such debt security and in the Indenture, to be then due and payable; *provided that*:

- such holder is not otherwise liable to taxation in Sweden in respect of such payment by reason of any relationship with or activity within Sweden other than his ownership of such debt security or his receiving payment in respect thereof; and
- no such additional amount will be paid:
  - o with respect to any debt security if the holder thereof is able to avoid such withholding by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority, or
  - o where the withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the EU Directive on the taxation of savings adopted June 3, 2003 (implementing the conclusions of the Economics and Financial Council meeting of November 26-27, 2000) or any law implementing or complying with, or introduced in order to conform to, such Directive. (*Section 1007*)

#### ***Negative Pledge***

Unless otherwise provided in the applicable prospectus supplement, so long as any debt security remains outstanding, we shall not create or permit to subsist any security interest upon the whole or any part of its present or future undertaking, assets or revenues to secure any relevant indebtedness or guarantee of relevant indebtedness without: (a) at the same time or prior thereto securing the debt securities equally and rateably therewith; or (b) the approval of the requisite holders of the outstanding Debt Securities affected thereby pursuant to the provisions described below under “*Modification of the Indenture*”.

“Guarantee” means, in relation to any indebtedness of any person, any obligation of another person to pay such indebtedness;

“Indebtedness” means any indebtedness of any person for money borrowed or raised;

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

“Relevant indebtedness” means any indebtedness which is in the form of or represented by any bond, note, or other instrument which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market); and

“Security interest” means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction

#### ***Consolidation, Merger and Transfer of Assets***

We may not consolidate with or merge into, or convey, transfer or lease our properties and assets substantially as an entirety to, any person, and may not permit any person to consolidate with or merge into, or convey, transfer or lease its properties and assets substantially as an entirety to, us, unless:

- (i) in the event that we consolidate with or merge into, or convey, transfer or lease our properties and assets substantially as an entirety to, any person, such person is a corporation organized and existing under the laws of Sweden and such person expressly assumes our obligations on the debt securities and under the Indenture;
- (ii) immediately after giving effect to the transaction, no event of default and no event that, after notice or lapse of time or both, would become an event of default shall have occurred and be continuing; and
- (iii) certain other conditions are met. (*Section 801*)

#### ***Modification of the Indenture***

The Indenture permits us and the trustee, with the consent of the holders of not less than a majority in principal amount (or, in the case of any principal-indexed security, face amount) of the outstanding debt securities affected thereby, to execute a supplemental indenture modifying



the Indenture or the rights of the holders of such debt securities; *provided* that no such modification shall, without the consent of the holder of each debt security affected thereby:

- change the stated maturity of any principal or interest in respect of any debt security, or reduce the principal amount (or, in the case of any principal-indexed security, face amount) thereof, or reduce the rate or change the time of payment of any interest thereon, or change the manner in which the amount of any payment of any principal, premium or interest in respect of any indexed security is determined, or change any place of payment or change the currency in which a debt security is payable or affect the right of any holder to institute suit for the enforcement of payment in accordance with the foregoing; or
- reduce the aforesaid percentage of principal amount (or, in the case of any principal-indexed security, face amount) of debt securities, the consent of the holders of which is required for any such modification. (*Section 902*)

#### ***Events of Default***

The Indenture provides that the following shall constitute events of default with respect to the debt securities of any series (unless otherwise provided in the applicable prospectus supplement):

- (i) default for 30 days in the payment of any interest on any debt security of such series when due;
- (ii) default for 15 days in the payment of any principal or premium in respect of any debt security of such series when due;
- (iii) default for 15 days in the deposit of any sinking fund payment in respect of any debt security of such series when due;
- (iv) default in the performance of any other covenant in the Indenture (other than a covenant expressly included in the Indenture solely for the benefit of debt securities of a series other than such series) that has continued for 30 days after written notice thereof by the trustee or the holders of 25% in aggregate principal amount (or, in the case of any principal indexed security, face amount) of the outstanding debt securities of such series;
- (v) default resulting in the acceleration of the maturity of any of our other indebtedness for borrowed money having an aggregate principal or face amount in excess of U.S.\$10,000,000; and
- (vi) certain events of bankruptcy, insolvency or reorganization. (*Section 501*)

We are required to file with the trustee annually a certificate of our principal executive officer, principal financial officer or principal accounting officer stating whether we have complied with all conditions and covenants under the Indenture. (*Section 1008*).

The trustee may institute judicial proceedings for the enforcement of the terms of the debt securities, including for collection of overdue principal and premium and any overdue interest.

(Section 503) The Indenture provides that if an event of default with respect to the debt securities of any series at the time outstanding shall occur and be continuing, either the trustee or the holders of 25% in aggregate principal amount (or, in the case of any principal-indexed security, face amount) of the outstanding debt securities of such series may declare the principal amount (or, in the case of any discount securities or indexed securities, such portion of the principal amount thereof as may be specified in the terms thereof) of all such debt securities together with any accrued but unpaid interest, to be due and payable immediately. (Section 502) In certain cases, the holders of a majority in aggregate principal amount (or, in the case of any principal-indexed security, face amount) of the outstanding debt securities of any series may, on behalf of the holders of all such debt securities, waive any past default or event of default, with certain exceptions, including for any default not previously cured in payment of any principal, premium or interest in respect of the debt securities of such series. (Sections 502 and 513)

The Indenture contains a provision entitling the trustee, subject to the duty of the trustee during default to act with the required standard of care, to be indemnified by the holders of the debt securities of any series before proceeding to exercise any right or power under the Indenture with respect to such series at the request of such holders. (Section 603) The Indenture provides that no holder of any debt security of any series may institute any proceeding, judicial or otherwise, to enforce the Indenture, except in the case of failure of the trustee, for 60 days, to act after the trustee is given notice of default, a request to enforce the Indenture by the holders of not less than 25% in aggregate principal amount (or, in the case of any principal-indexed security, face amount) of the then outstanding debt securities of such series and an offer of reasonable indemnity to such trustee. (Section 507) This provision will not prevent any holder of debt securities from enforcing payment of any principal, premium or interest in respect thereof at the respective due dates for such payments. (Section 508) The holders of a majority in aggregate principal amount (or, in the case of any principal-indexed security, face amount) of the outstanding debt securities of any series may direct the time, method and place of conducting any proceedings for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to the debt securities of such series. However, the trustee may refuse to follow any direction that conflicts with law or the Indenture, or which would be unjustly prejudicial to holders not joining in such action. (Section 512)

The Indenture provides that the trustee will, within 90 days after the occurrence of a default with respect to the debt securities of any series known to the trustee, give to the holders of debt securities of such series notice of such default if not cured or waived, but, except in the case of a default in the payment of any principal, premium or interest in respect of any debt securities, the trustee may withhold such notice if it determines in good faith that withholding such notice is in the interests of the holders of such debt securities. (Section 602)

#### ***Optional Redemption Due to Change in Swedish Tax Treatment***

In addition to any redemption provisions that may be specified in the prospectus supplement relating to the debt securities of any series, if, at any time subsequent to the issuance of debt securities of any series, any tax, assessment or other governmental charge shall be imposed by Sweden or any political subdivision or taxing authority thereof or therein, as a result of which we shall become obligated under the Indenture to pay any additional amount in respect of any debt security of such series (the determination as to whether payment of such additional amount

would be required on account of such debt security being made by us on the basis of the evidence in our possession in respect of the interest payment date or other payment date immediately preceding the date of such determination and on the basis of the treaties and laws in effect on the date of such determination or, if we so elect, those to become effective on or before the first succeeding interest payment date or other payment date), then we shall have the option to redeem such debt security and all other debt securities of such series having the same original issue date and terms as such debt security, as a whole, at any time. Any such redemption shall be at a redemption price equal to 100% of the principal amount thereof, together with accrued interest, if any, to the redemption date (except in the case of discount securities and indexed securities, which may be redeemed at the redemption price specified in such securities); *provided, however*, that at the time notice of any such redemption is given, our obligation to pay such additional amount shall remain in effect. (*Section 1108*)

#### ***Governing Law***

The Indenture and the Securities are governed by, and construed in accordance with, the law of the State of New York, except that provisions that govern the ranking of the debt securities, that exclude (or otherwise govern) rights of set-off and matters relating to our authorization and execution of the Indenture, the supplemental indentures and the Securities shall be governed by the law of Sweden. If the Securities are at any time secured by property or assets in Sweden, matters relating to such security and the enforcement thereof in Sweden, shall be governed by the law of Sweden. (*Section 112*)

#### ***Consent to Service***

Under the Indenture, we have irrevocably designated Business Sweden in The City of New York as our authorized agent under the Indenture for service of process in any legal action or proceeding arising out of or relating to the Indenture, the supplemental indentures, or the Securities brought in any federal or State court in The City of New York. Under the Indenture, we have irrevocably submitted to the jurisdiction of such courts in any such action or proceeding. (*Section 115*)

#### ***Other Relationships with the Trustee***

We may maintain banking relationships in the ordinary course of business with the trustee.

#### ***Note Regarding Foreign Currencies***

Notwithstanding any other provision of the Indenture, (i) other than with respect to bearer securities, holders requesting or receiving payments in any currency other than U.S. dollars for any reason must provide wire transfer instructions to the trustee for an account in the relevant currency not less than 15 calendar days prior to the first relevant date of payment, and (ii) we must consult with the trustee regarding the appropriateness of any exchange rate agent and/or paying agent for each series of debt securities denominated in, or subject to redenomination into, a currency other than U.S. dollars.

## CERTIFICATIONS

I, Magnus Montan, certify that:

1. I have reviewed this annual report on Form 20-F of Swedish Export Credit Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting.
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

February 28, 2023

/s/ Magnus Montan  
Magnus Montan  
Chief Executive Officer

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I, Stefan Friberg, certify that:

1. I have reviewed this annual report on Form 20-F of Swedish Export Credit Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting.
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

February 28, 2023

/s/ Stefan Friberg

Stefan Friberg  
Chief Financial Officer

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**Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report on Form 20-F of Swedish Export Credit Corporation (the "Company") for the period ending December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Magnus Montan, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350 as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Magnus Montan

Magnus Montan  
Chief Executive Officer  
February 28, 2023

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**Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report on Form 20-F of Swedish Export Credit Corporation (the "Company") for the period ending December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stefan Friberg, Executive Director and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Stefan Friberg

Stefan Friberg

Chief Financial Officer

February 28, 2023

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the Registration Statement on Form F-3 (No. 333-249829) of Aktiebolaget Svensk Exportkredit (publ) (Swedish Export Credit Corporation) of our report dated February 28, 2023 relating to the consolidated financial statements for the year ended December 31, 2022, which appears in this Form 20-F.

Öhrlings PricewaterhouseCoopers AB

Stockholm, Sweden  
February 28, 2023

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